# UK-Shrewsbury: Maintenance services of public-lighting installations and traffic lights.

UK-Shrewsbury: Maintenance services of public-lighting installations and traffic lights.

Section I: Contracting Authority

I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn:

Further information can be obtained at: As Above Specifications and additional documents: As Above

Tenders or requests to participate must be sent to: As Above

I.2) Type of the contracting authority:

Regional or local authority

I.3) Main activity:

General Public Services

I.4) Contract award on behalf of other contracting authorities:

The contracting authority is purchasing on behalf of other contracting authorities: Yes

Section II: Object Of The Contract: SERVICES

II.1)Description

II.1.1)Title attributed to the contract by the contracting authority: 3MC 003 - Traffic Signals

II.1.2) Type of contract and location of works, place of delivery or of performance:

**SERVICES** 

Service Category: 1

Region Codes: UKG22 - Shropshire CC

II.1.3) Information about a public contract, a framework or a dynamic purchasing system:Not Provided

II.1.5) Short description of the contract or purchase:

Maintenance services of public-lighting installations and traffic lights. This Contract is for the maintenance of all Traffic Signal Equipment to be found within the Administrative Boundary of Shropshire.

The Traffic Signals Equipment encompasses Pedestrian Crossings (110), Signalised Junctions (35), School Warning Signs (Wig-Wags) (49), Cattle Crossings (80), Automatic Pedestrian and/or Cycle Counters (35), Vehicle Activated Signs (109), Variable Massage Signs (2) and CCTV Camera Installations (6).

The Contract covers all aspects of the Routine and Reactive Maintenance requirements of all the various types of Traffic Signal Equipment, together with an out of hours Emergency Response service.

New works, covering the supply and installation of all forms of traffic signal equipment will be included within the Contract up to a maximum value of £125,000 for any one scheme.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Questions around the Specific benefits that can be brought by contractors through this framework are set out within this Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at www.shropshire.gov.uk/doing-business-with-shropshire-council.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') may apply to this contract.

The contract will be for an initial period of 4 years commencing 1st April 2016 with an option exercisable on behalf of the council to extend annually for a maximum further period of 3 years

II.1.6)Common Procurement Vocabulary:

50232000 - Maintenance services of public-lighting installations and traffic lights.

II.1.7) Information about Government Procurement Agreement (GPA):

The contract is covered by the Government Procurement Agreement (GPA): No

II.1.8)Lots:

This contract is divided into lots: No II.1.9)Information about variants: Variants will be accepted: No

II.2)Quantity Or Scope Of The Contract

II.2.1)Total quantity or scope:

Not Provided

Estimated value excluding VAT: 1,240,000

Currency: GBP

II.2.2)Options: Not Provided

II.2.3)Information about renewals:

This contract is subject to renewal: Not Provided II.3)Duration Of The Contract Or Time-Limit For Completion

Starting: 01/04/2016 Completion: 31/03/2023

Information About Lots

Section III: Legal, Economic, Financial And Technical Information

III.1)Conditions relating to the contract

III.1.1)Deposits and guarantees required:

see tender documentation

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

see tender documentation

III.1.3)Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

joint and severable liability

III.1.4)Other particular conditions:

The performance of the contract is subject to particular conditions: No

III.2)Conditions For Participation

III.2.1)Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

see tender documentation

III.2.2) Economic and financial capacity

Economic and financial capacity - means of proof required:

Information and formalities necessary for evaluating if requirements are met: see tender documentation

III.2.3)Technical capacity

Technical capacity - means of proof required

Information and formalities necessary for evaluating if requirements are met:

see tender documentation and note all relevant UK legislation or EU Equivalent has to be adhered to by the contractor.

III.2.4)Information about reserved contracts: Not Provided

III.3)Conditions Specific To Service Contracts

III.3.1)Information about a particular profession:

Execution of the service is reserved to a particular profession: No

III.3.2)Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: No

Section IV: Procedure IV.1)Type Of Procedure

IV.1.1)Type of procedure: Open

IV.2)Award Criteria

IV.2.1) Award criteria:

The most economically advantageous tender in terms of

The criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2)Information about electronic auction:

An electronic auction will be used: No

IV.3)Administrative Information

IV.3.1) File reference number attributed by the contracting authority: 3MC 003

IV.3.2)Previous publication(s) concerning the same contract: No

IV.3.3)Conditions for obtaining specifications and additional documents or descriptive document:

Not Provided

IV.3.4) Time-limit for receipt of tenders or requests to participate

Date: 26/10/2015 Time: 12:00

IV.3.6)Language(s) in which tenders or requests to participate may be drawn up: English

IV.3.7)Minimum time frame during which the tenderer must maintain the tender Duration in month(s): 3

IV.3.8)Conditions for opening tenders Not Provided

Section VI: Complementary Information

VI.1)This Is A Recurrent Procurement: Yes

Estimated timing for further notices to be published:

VI.2)Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds: Not Provided

VI.3)Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

For more information about this opportunity, please visit the Delta eSourcing portal at: <a href="https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Maintenance-services-of-public-lighting-installations-and-traffic-lights./2G93Z74KDB">https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Maintenance-services-of-public-lighting-installations-and-traffic-lights./2G93Z74KDB</a>

To respond to this opportunity, please click here: https://www.delta-esourcing.com/respond/2G93Z74KDB

VI.4)Procedures For Appeal
VI.4.1)Body responsible for appeal procedures:
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom
Tel. +44 1743252992, Email: procurement@shropshire.gov.uk

VI.4.2)Lodging of appeals: Not Provided

VI.4.3)Service from which information about the lodging of appeals may be obtained: Shropshire Council Shirehall, Shrewsbury, SY2 6ND, United Kingdom Tel. 01743 252992

VI.5) Date Of Dispatch Of This Notice: 17/09/2015

### ANNEX A

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Purchased on behalf of other contracting authority details:

1: Contracting Authority

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement. Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

### **Procurement & Contracts**

Shirehall, Abbey Foregate Shrewsbury, SY2 6ND



**Tel**: (01743) 252993 **Fax**: (01743) 255901

Please ask for:

Email: <u>procurement@shropshire.gov.uk</u> 21 September 2015

**Dear Sirs** 

# 3MC 003 – MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT

### SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- 1. ITT Part I Volume 0 Instructions for tendering, selection questionnaire, requirements of tender submission
- 2. ITT Part 2 Volume 1 Parent Company Guarantee and Contract data
- 3. ITT Part 3 Volume 2
- 4. ITT Part 4 Volume 3 Traffic Signal and Communication Equipment
- 5. ITT Part 5 Volume 4 Method of Measurement
- 6. ITT Part 6 Volume 5 Price List
- 7. ITT Part 7 Volume 6 Performance Management
- 8. ITT Part 8 Volume 7 & 8 TUPE Data (only to be disclosed on signing of undertaking) and Dispute Escalation
- 9. ITT Part 9 Volume 3 Site Detail Plans

Your Tender must be completed, signed and returned through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

# Returning of Tenders

- The deadline for returning tenders is noon on 26 October 2015, any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least three hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

 Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.

Tenders **cannot** be accepted if:

- o Tenders are received by post, facsimilie or email
- o Tenders are received after 12 noon on the given deadline

# **European Requirements**

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 21 September 2015 to appear in the Supplement to the Official Journal of the European Union.

# Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

# Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

TUPE information is available to all bidders. To obtain the same please complete the TUPE Confidentiality Undertaking enclosed and email a signed copy to procurement@shropshire.gov.uk as soon as possible.

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at <a href="https://www.shropshire.gov.uk/doing-business-with-shropshire-council">www.shropshire.gov.uk/doing-business-with-shropshire-council</a>.

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Procurement & Contracts Enc

# 3MC 003 - TRAFFIC SIGNAL EQUIPMENT MAINTENANCE

# SHROPSHIRE COUNCIL

# **Confidentiality Undertaking Regarding TUPE**

[Date]	2015		
[NAME]			
Your ref: *		Our ref: 3MC 003	
Dear Procurement Te	am,		
the current Transfer o and the EC Acquired	f Undertakings Regulations Rights Directive may apply	ticipate preparing a Bid on the basis that (Protection of Employment) Regulations y to this Contract. We also understand employees which will be provided on	
We now formally requof employment.	uest from you full details of	the current provider staff and conditions	
<ol> <li>To treat the inform</li> <li>That the information</li> <li>That it will not be</li> </ol>	mation in the strictest confide ion will be used solely for the	e purpose of preparing this Bid y for any purpose whatsoever, except for	
detailed above shall r bailee for the current	emain the current provider's provider, exercising reasona	nformation received from the Council as sproperty and that we will hold them as able care to keep them safe from access them to the Council forthwith on written	
claims damages fines		the current provider against all losses as a consequence of or arising from our information confidential.	
DATED THIS DA	AY OF		
Signature			

Duly authorised to sign for and on behalf of the Bidder (print full name and address of Bidder)

Please return to: procurement@shropshire.gov.uk.



# Traffic Signals Term Service Contract 2016 Volume 1 SHROPSHIRE COUNCIL

**CONTRACT DATA PART 2** 

ITT Final

Date: 17 Sept 2015

# **CONTRACT DATA PART 2**

**Traffic Signals Term Service Contract 2016** 

Issue number	Document number	Date	Comment
ITT Final 1		17 Sep 2015	ITT tender issue

Volume 1 Contract Data Part 2

# **CONTRACT DATA**

# Part two – Data provided by the Contractor

Statements given in	•	The	Contractor is	
all contracts		Nan	ne	[to add]
		Add	ress	[to add]
		Tel Fax		[to add] [to add]
	•	The	direct fee perce	ntage is xx%
	•	The	subcontracted f	ee percentage is xx%
	•	The	key persons are	e to include at least the following:
		Qua	ntract Manager ality manager safety officer	
		(1)	Name Job Responsibilities Qualifications Experience	[to add]
		(2)	Name Job Responsibilities Qualifications Experience	
		(3)	Name Job Responsibilities Qualifications Experience	
		(4)	Name Job Responsibilities Qualifications Experience	
		(5)	Name Job Responsibilities Qualifications Experience	

Volume 1 Contract Data Part 2

	The following matters will be included in the Risk Register
Optional statements	If the Contractor is to provide Service Information for his plan
	<ul> <li>The Service Information for the Contractor's plan is in</li></ul>
	If a plan is identified in the Contract Data
	The plan identified in the Contract Data is
	If the Contractor is undertaking specific training and recruitment levels
Employer requires, or the ractor commits to, any	• The percentage of Person–weeks to be delivered by Trainees is %
itment and training levels, ments to state this will be d in Contract Data Parts 1 or 2	• The work placement opportunities to be made available are the equivalent of % of the Person-weeks required to complete all of the <i>service</i> (including that delivered by Subcontractors).
	If Option A, C or E is used
	The price list is
	If Option A or C is used

If the *Employer* requires, or the *Contractor* commits to, any recruitment and training levels, statements to state this will be added in Contract Data Parts 1 and/or 2



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 5** 

SHROPSHIRE COUNCIL

**PRICE LIST** 

# **VOLUME 5**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

Volume 5 Price List

## IMPORTANT INFORMATION REGARDING THE PRICING OF THE PRICE LIST

### 1. Budgetary Information

Shropshire Council anticipates that for each year of this Contract some £160,000 is likely to be available for Revenue works and Capital works will be of the order of £150,000.

Shropshire Council offers no guarantee that these budgets will continue to be available during the life of this Contract.

As a guide, for the last three Financial Years (F/Y) 2013/14, 2014/5 and 2015/6 expended an average of £142,200 from Revenue Budgets and £450,900 from Capital Budgets p.a.

Revenue Budgets varied from£115,200 (F/Y 2013/14) to £163,400 (F/Y 2014/15) over the course of the last three years and Capital Budgets varied between £93,500 (F/Y 2015/16) and £950,000 (F/Y 2014/15) in the same period.

# 2. Upper Price Range

The *Employer* will award all works up to the value of £125,000 to the successful tenderer, however he reserves the right to award works with an estimated price of more than £125,000 for a single project via an open tendering process.

# 3. Pricing

All prices entered onto the Price List are to include for all labour, Plant and Materials, Equipment, profit and any overhead costs.

The contract shall be based on Task Orders issued by the *Service Manager* and be priced according to the prices submitted by the *Contractor* on the Price List.

Prices for any Plant Hire and Materials which is not included in the Price List but which are required in the Task are calculated by multiplying the cost of the Plant Hire and Materials as evidenced by quotations or invoices by the Percentage Adjustment to the Basic Cost of Plant or Materials stated in the Price List.

Any other prices not specified in the Price List are calculated in accordance with the contract in Option X19.

### 4. Inflation

The amounts in the Price List in the second and subsequent years are subject to adjustment for inflation; Condition of Contract Secondary Option clause X1 refers.

# 5. Inclusive Rates and Amounts; and Price List

The tenderer may for reasons of clarity add additional Activities/Descriptions to the Price List in order to separate out individual costs, but whether this is done or not the tender total shall be the price of providing the whole Service as described in the tender documents.

All rates and amounts in the priced Price List shall be those required by the tenderer to take effect from 1<sup>st</sup> April 2016;

# 6. <u>VAT</u>

All prices in the Price List are to exclude VAT.

VAT shall be added to each monthly assessment.

# 7. Category 1, Category 2, Urgent and Non-Urgent Works

Category 1, Category 2, Urgent and Non-urgent call outs shall be for the attendance to unit or units at one location.

The maximum duration of one call out shall be 2 hours duration at the scene; thereafter labour shall be paid via a Variation Order whilst in attendance at the scene.

Materials, where appropriate, shall be retrospectively included in a Variation Order by the *Service Manager*.

# 8. <u>Future Installations</u>

Volume 5 Price List

It is expected that from time to time throughout the Service Period, the Service Manager will procure new installations. The Service Manager will inform the Contractor when new installations have been added to the Inventory

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
100	Preliminaries					
01TS0010	Road Permit Application as required by West and Shires Permit Scheme (WASP)	No.				0.00
01TS0100	Permit Site Information Board as required by West and Shires Permit Scheme (WASP)	No.				0.00
01TS0200	Traffic Safety and Management based on the basic cost of works	%				0.00
01TS0300	Standby for Emergency Work	Month				0.00
01TS0400	Extra over for restricted working hours based on the Labour content only	%				0.00
01TS0500	Inventory Verification	No.				0.00
01TS0510	Inventory Collection	No.				0.00
Series 100	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
200	Site Clearance					
02TS0070	Take up or down and remove to tip off site traffic controller and base	No.				
02TS0080	Take up or down and remove to tip off site mains service feeder pillar	No.				
02TS0090	Take up or down and remove to tip off site wireless loop detection sensor node	No.				
02TS0100	Take up or down and remove to tip off site traffic signal 3 aspect head	No.				
02TS0110	Take up or down and remove to store traffic signal pole	No.				
02TS0120	Take up or down and remove to store traffic signal controller and base	No.				
02TS0130	Take up or down and remove to store mains service feeder pillar	No.				
02TS0140	Take up or down and remove to store wireless loop detection sensor node	No.				
02TS0150	Take up or down and remove to store traffic signal 3 aspect head	No.				
Series 200	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labout	Plant	Materials	Rate £
401	Pedestrian Guardrail	m				
04TS0010	Pedestrian guardrail Type, 1, 2 or 3 straight or curved exceeding 50 metre radius	m				
04TS0020	Pedestrian guardrail Type 4 straight or curved exceeding 50 metre radius	m				
04TS0030	Pedestrian guardrail Type, 1, 2 or 3 curved not exceeding 50 metre radius	m				
04TS0040	Pedestrian guardrail Type 4 curved not exceeding 50 metre radius	m				
`						
Series 400	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Drainage and Service Dusts					
05TS0010	Controller Cabinet Base	No.				
05TS0020	Gland Tray for Controller Cabinet Base	No.				
05TS0030	300mm x 300mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0040	450mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0050	600mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0060	600mm x 600mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0070	1200mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0080	1200mm x 600mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0090	300mm x 300mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0100	450mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0110	600mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Drainage and Service Dusts (cont.)					
05TS0120	600mm x 600mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0130	1200mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0140	1200mm x 600mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0150	300mm x 300mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0160	450mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0170	600mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0180	600mm x 600mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
05TS0190	1200mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
05TS0200	1200mm x 600mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
Series 500	Total this Sheet carried forward to Series 500 Su	ımmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Series 500 Summary					
	Summary brought forward from page 6					
	Summary brought forward from page 7					
Series 500	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings	No.				
12TS0000	Foundation for traffic signal controller cabinet base	No.				
12TS0010	Foundation for traffic signal chamber 300mm x 300mm x 155mm (I, w, h)	No.				
12TS0020	Foundation for traffic signal chamber 450mm x 450mm x 155mm (I, w, h)	No.				
12TS0030	Foundation for traffic signal chamber 600mm x 450mm x 155mm (I, w, h)	No.				
12TS0040	Foundation for traffic signal chamber 1200mm x 450mm x 155mm (I, w, h)	No.				
12TS0050	Foundation for traffic signal chamber 1200mm x 600mm x 155mm (I, w, h)	No.				
12TS0060	Foundation for traffic signal chamber 300mm x 300mm x 620mm (I, w, h)	No.				
12TS0070	Foundation for traffic signal chamber 450mm x 450mm x 620mm (I, w, h)	No.				
12TS0080	Foundation for traffic signal chamber 600mm x 450mm x 620mm (I, w, h)	No.				
12TS0090	Foundation for traffic signal chamber 1200mm x 450mm x 620mm (I, w, h)	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0100	Foundation for traffic signal chamber 1200mm x 600mm x 620mm (I, w, h)	No.				
12TS0110	Foundation for traffic signal chamber 300mm x 300mm x 930mm (I, w, h)	No.				
12TS0120	Foundation for traffic signal chamber 450mm x 450mm x 930mm (I, w, h)	No.				
12TS0130	Foundation for traffic signal chamber 600mm x 450mm x 930mm (I, w, h)	No.				
12TS0140	Foundation for traffic signal chamber 1200mm x 450mm x 930mm (I, w, h)	No.				
12TS0150	Foundation for traffic signal chamber 1200mm x 600mm x 930mm (I, w, h)	No.				
12TS0160	Foundation for pedestrian guard rail socket	No.				
12TS0170	Foundation for 114mm Pole Retention Socket with Duck-Foot Bend	No.				
12TS0180	Foundation for 114mm Pole Retention Socket with T Bend	No.				
12TS0190	Foundation for 114mm Pole Retention Socket with Shallow Foundation Base	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0200	Extra over item for footway reinstatement type 1 flexible construction area not exceeding 0.25m2	No.				
12TS0210	Extra over item for footway reinstatement type 1 flexible construction area exceeding 0.25m2 but not exceeding 0.5m2	No.				
12TS0220	Extra over item for footway reinstatement type 2 flagged construction area not exceeding 0.25m2	No.				
12TS0230	Extra over item for footway reinstatement type 2 flagged construction area exceeding 0.25m2 but not exceeding 0.5m2	No.				
12TS0240	Vertical realignment of traffic signal post	No.				
12TS0250	Extra over excavation for excavation in hard material for traffic signal equipment foundations	cu.m.				
12TS0300	Pelican Crossing Controller	No.				
12TS0310	Puffin Crossing Controller	No.				
12TS0320	Toucan Crossing Controller	No.				
12TS0330	Junction Controller 8 phase with configuration	No.				
12TS0340	Junction Controller 16 phase with configuration	No.				
12TS0350	Junction Controller 20 phase with configuration	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0360	Junction Controller 24 phase with configuration	No.				
12TS0370	Junction Controller 32 phase with configuration	No.				
12TS0400	114mm Pole Retention Socket with Duck-Foot Bend	No.				
12TS0410	114mm Pole Retention Socket with T Bend	No.				
12TS0420	114mm Pole Retention Socket with Shallow Foundation Base	No.				
12TS0430	Single guardrail post socket	No.				
12TS0440	Double guardrail post socket	No.				
12TS0450	Galvanised steel straight signal pole, painted 2.5m nominal height with 114mm shaft	No.				
12TS0460	Galvanised steel straight signal pole, painted 3.0m nominal height with 114mm shaft	No.				
12TS0470	Galvanised steel straight signal pole, painted 4.0m nominal height with 114mm shaft	No.				
12TS0480	Galvanised steel straight signal pole, painted 5.0m nominal height with 114mm shaft	No.				
12TS0490	Galvanised steel straight signal pole, painted 6.0m nominal height with 114mm shaft	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS0500	Galvanised steel straight signal pole, painted 7.0m nominal height with 114mm shaft	No.				
12TS0510	Galvanised steel cranked signal pole, painted 4.0m nominal height with 114mm shaft	No.				
12TS0520	Aluminium, passively safe straight signal pole, painted 2.5m nominal height with 114mm base and 145mm shaft	No.				
12TS0530	Aluminium, passively safe straight signal pole, painted 4.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0540	Aluminium, passively safe straight signal pole, painted 5.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0550	Aluminium, passively safe straight signal pole, painted 6.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0560	Aluminium, passively safe cranked signal pole, painted 4.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0570	Short Mounting Bracket 2 Aspect	No.				
12TS0580	Short Mounting Bracket 3 Aspect	No.				
12TS0590	Short Mounting Bracket 4 Aspect	No.				
12TS0600	Standard Mounting Bracket 2 Aspect	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0610	Standard Mounting Bracket 3 Aspect	No.				
12TS0620	Standard Mounting Bracket 4 Aspect	No.				
12TS0630	Long Mounting Bracket 2 Aspect	No.				
12TS0640	Long Mounting Bracket 3Aspect	No.				
12TS0650	Long Mounting Bracket 3 Aspect	No.				
12TS0660	"D" Bracket <300mm	No.				
12TS0670	"D" Bracket 300mm<450mm	No.				
12TS0680	"D" Bracket 450mm<750mm	No.				
12TS0690	"D" Bracket 750mm<	No.				
12TS0700	45 degree off-set Bracket for 3 aspect signal head	No.				
12TS0800	Vehicular 3 Aspect RAG signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0810	Vehicular 4 Aspect RAG/GA signal head complete with brackets and Fit & Forget backing Boards	No.				
12TS0820	Vehicular 4 Aspect RAGA/GA signal head complete with brackets and Fit & Forget backing boards	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Su	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0830	Vehicular 4 Aspect 4 in Line RAG/GA signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0840	Vehicular 4 Aspect 4 in Line RAG+Box Sign signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0850	Vehicular 3 Aspect RAG signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0860	Vehicular 4 Aspect RAG/GA signal head LED complete with brackets and Fit & Forget backing Boards	No.				
12TS0870	Vehicular 4 Aspect RAGA/GA signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0880	Vehicular 4 Aspect 4 in Line RAG/GA signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0890	Vehicular 4 Aspect 4 in Line RAG+Box Sign signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0900	Pedestrian 2 aspect signal head (Far Sided)	No.				
12TS0910	Pedestrian single aspect signal head Red or Green (Far-Sided)	No.				
12TS0920	Plain Aspect Complete	No.				
12TS0930	Plain aspect Lens complete LED	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary			_	

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0940	Plain Aspect Lens	No.				
12TS0950	Plain aspect Lens LED	No.				
12TS0960	Single Sided Regulatory Sign Complete LED	No.				
12TS0970	Double Sided Regulatory Sign Complete LED	No.				
12TS0980	Near-sided narrow field of view aspect	No.				
12TS1000	Puffin (Near Sided) LED Unit (including PDU + Tactile + Audible)	No.				
12TS1010	Puffin (Near Sided) LED Unit (including PDU + Tactile + Audible) (Narrow Field of View)	No.				
12TS1020	Puffin (Near Sided) LED Unit	No.				
12TS1030	Puffin (Near Sided) LED High Level Repeater	No.				
12TS1040	Puffin (Near Sided) LED High Level Repeater (Narrow Field of View)	No.				
12TS1050	Toucan Green Cycle Unit Complete (Far Sided)	No.				
12TS1060	Toucan (Near Sided) LED Unit (including PDU + Tactile + Audible)	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS1070	Toucan (Near Sided) LED Unit (including PDU + Tactile + Audible) (Narrow Field of View)	No.				
12TS1080	Toucan (Near Sided) LED High Level Repeater	No.				
12TS1090	2 Man Pedestrian PBU	No.				
12TS1100	Microwave Vehicle Detector	No.				
12TS1110	Infra-Red Stop Line Detector Unit	No.				
12TS1120	Pedestrian Radar Doppler Detector On-Crossing Unit	No.				
12TS1130	Pedestrian Digital Vision Kerbside Detector Unit	No.				
12TS1140	Traficam Vehicle Presence Sensor Unit	No.				
12TS1150	Infra-Red Lamp for Traficam Detector	No.				
12TS1160	ClearView M100 Flush-Mount Sensor Node	No.				
12TS1170	ClearView M100 Signal Head "L" Bracket	No.				
12TS1180	ClearView M100BR Flush-Mount Micro Radar Bicycle Sensor	No.				
12TS1190	ClearView M110 Access Point with RS475 Interface	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Su	mmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS1200	ClearView M115 Long Life Repeater Unit including 57Ah battery pack	No.				
12TS1210	ClearView M115 detector unit repeater brackets	No.				
12TS1220	ClearView M120 Magnetometer Contact Closure Card	No.				
12TS1230	ClearView M150 MIDAS interface Card	No.				
12TS1240	Golden River M500 Traffic Counter	No.				
12TS1250	Replacement Long Life 57Ah Battery Pack for ClearView M115 Repeater Unit	No.				
12TS1260	Mains Conversion Unit for ClearView M115 Repeater Unit	No.				
12TS1300	Installation of mains electricity powered VAS	No.				
12TS1310	installation of solar powered VAS	No.				
12TS1400	Installation of VMS	No.				
12TS1500	Installation of CCTV Camera	No.				
12TS1600	Removal of continuous or intermittent line in white or yellow 50mm wide by scrabbling.	m				
12TS1610	Removal of continuous or intermittent line in white or yellow 75mm wide by scrabbling.	m				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS1620	Removal of continuous or intermittent line in white or yellow 100mm wide by scrabbling.	m				
12TS1630	Removal of continuous or intermittent line in white or yellow 300mm wide by scrabbling.	m				
12TS1640	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 100mm wide.	m				
12TS1650	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 200mm wide.	m				
12TS1660	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 300mm wide.	m				
12TS1670	Continuous line in yellow Performance Plain thermoplastic screed 50mm wide.	m				
12TS1680	Continuous line in yellow Performance Plain thermoplastic screed 75mm wide.	m				
Series 1200	Total this Sheet carried forward to Series 1200 Su	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Series 1200 Summary					
	Summary brought forward from page 9					
	Summary brought forward from page 10					
	Summary brought forward from page 11					
	Summary brought forward from page 12					
	Summary brought forward from page 13					
	Summary brought forward from page 14					
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	Summary brought forward from page 17					
	Summary brought forward from page 18					
	Summary brought forward from page 19					
	Summary brought forward from this Page					
Series 1200	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1300	Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts	No.				
13TS0010	New planted root foundation for wide bodied pole of 6 m nominal height with rapid hardening fast set concrete.	No.				
13TS0020	New planted root foundation for wide bodied pole of 8 m nominal height with rapid hardening fast set concrete.	No.				
13TS0030	New planted root foundation for wide bodied pole of 10 m nominal height with rapid hardening fast set concrete.	No.				
13TS0110	Galvanised tubular wide bodied steel pole with planted root of 6 m nominal height with G1 protective system.	No.				
13TS0120	Galvanised tubular wide bodied steel pole with planted root of 8 m nominal height with G1 protective system.	No.				
13TS0130	Galvanised tubular wide bodied steel pole with planted root of 10 m nominal height with G1 protective system.	No.				
Series 1300	Total carried forward to General Summary at end o	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs					
14TS0010	Trench for Ducting not exceeding 300mm wide depth not exceeding 600mm in verge	m				
14TS0020	Trench for Ducting not exceeding 300mm wide depth not exceeding 600mm in footways	m				
14TS0030	Trench for Ducting not exceeding 300mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0040	Trench for Ducting not exceeding 400mm wide depth not exceeding 600mm in verge	m				
14TS0050	Trench for Ducting not exceeding 400mm wide depth not exceeding 600mm in footways	m				
14TS0060	Trench for Ducting not exceeding 400mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0070	Trench for Ducting not exceeding 500mm wide depth not exceeding 600mm in verge	m				
14TS0080	Trench for Ducting not exceeding 500mm wide depth not exceeding 600mm in footways	m				
14TS0090	Trench for Ducting not exceeding 500mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0100	Trench for Ducting not exceeding 600mm wide depth not exceeding 600mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 S	ummary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0110	Trench for Ducting not exceeding 600mm wide depth not exceeding 600mm in footways	m				
14TS0120	Trench for Ducting not exceeding 600mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0130	Trench for Ducting not exceeding 300mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0140	Trench for Ducting not exceeding 300mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0150	Trench for Ducting not exceeding 300mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0160	Trench for Ducting not exceeding 400mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0170	Trench for Ducting not exceeding 400mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0180	Trench for Ducting not exceeding 400mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0190	Trench for Ducting not exceeding 500mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0200	Trench for Ducting not exceeding 500mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0210	Trench for Ducting not exceeding 500mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0220	Trench for Ducting not exceeding 600mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0230	Trench for Ducting not exceeding 600mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0240	Trench for Ducting not exceeding 600mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0250	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0260	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0270	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0280	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0290	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0300	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0310	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0320	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0330	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0340	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0350	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0360	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0400	50mm internal diameter UPVC black service duct in trench	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0410	100mm internal diameter UPVC orange service dust in trench	m				
14TS0420	6 sq. mm 3 core XLPE/PVC/SWA/PVC cable with copper conductors laid in duct	m				
14TS0430	Cat 5 Cable (Duct Grade)	m				
14TS0500	Compact double pole isolator/cut-out termination unit with single fuse way	No.				
14TS0510	Standard double pole isolator/cut-out termination unit with single fuse way	No.				
14TS0520	Standard double pole isolator/cut-out termination unit with twin fuse way	No.				
14TS0530	Earth block	No.				
14TS0540	Single way cable termination for 2 or 3 core XLPE/PVC/SWA/PVC cable with copper conductors up to 6 sq mm	No.				
14TS0550	Loop bottle joint	No.				
14TS0560	Reusable joint for inductive loops	No.				
14TS0570	Standard one-part photo electric control unit with NEMA socket	No.				
14TS0600	150mm x 150mm Feeder Pillar	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0700	Cyclic Maintenance of Pelican Crossing Installation	No.				
14TS0710	Cyclic Maintenance of Puffin Crossing Installation	No.				
14TS0720	Cyclic Maintenance of Toucan Crossing Installation	No.				
14TS0730	Cyclic Maintenance of Junction Controller with 8 Phases	No.				
14TS0740	Cyclic Maintenance of Junction Controller with 16 Phases	No.				
14TS0750	Cyclic Maintenance of Junction Controller with 20 Phases	No.				
14TS0760	Cyclic Maintenance of Junction Controller with 24 Phases	No.				
14TS0770	Cyclic Maintenance of Junction Controller with 32 Phases	No.				
14TS0780	Cyclic Maintenance of School Wig-Wag	No.				
14TS0790	Cyclic Maintenance of Cattle Crossing	No.				
14TS0800	Cyclic Maintenance of Vehicle Actuated Sign	No.				
14TS0810	Cyclic Maintenance of Variable Message Sign	No.				
14TS0820	Cyclic Maintenance of CCTV Camera installation	No.				
14TS0830	Cyclic Maintenance of Fixed Automatic Traffic Counters	No.				
14TS0840	Cyclic Maintenance of Cycle Loop Detection System	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0850	Cyclic Maintenance of Feeder Pillar	No.				
14TS0900	Periodical electrical testing of Pelican Crossing Installation	No.				
14TS0910	Periodical electrical testing of Puffin Crossing Installation	No.				
14TS0920	Periodical electrical testing of Toucan Crossing Installation	No.				
14TS0930	Periodical electrical testing of Junction Controller with 8 Phases	No.				
14TS0940	Periodical electrical testing of Junction Controller with 16 Phases	No.				
14TS0950	Periodical electrical testing of Junction Controller with 20 Phases	No.				
14TS0960	Periodical electrical testing of Junction Controller with 24 Phases	No.				
14TS0970	Periodical electrical testing of Junction Controller with 32 Phases	No.				
14TS0980	Periodical electrical testing of School Wig-Wag	No.				
14TS0990	Periodical electrical testing of Cattle Crossing	No.				
14TS1000	Periodical electrical testing of Vehicle Actuated Sign	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)	No.				
14TS1010	Periodical electrical testing of Variable Message Signs	No.				
14TS1020	Periodical electrical testing of CCTV Camera	No.				
14TS1030	Periodical electrical testing of Feeder Pillar	No.				
14TS1100	Fault finding and repair on Pelican Crossing Installation	No.				
14TS1110	Fault finding and repair on Puffin Crossing Installation	No.				
14TS1120	Fault finding and repair on Toucan Crossing Installation	No.				
14TS1130	Fault finding and repair on Junction Controller with 8 Phases	No.				
14TS1140	Fault finding and repair on Junction Controller with 16 Phases	No.				
14TS1150	Fault finding and repair on Junction Controller with 20 Phases	No.				
14TS1160	Fault finding and repair on Junction Controller with 24 Phases	No.				
14TS1170	Fault finding and repair on Junction Controller with 32 Phases	No.				
14TS1180	Fault finding and repair on School Wig-Wag	No.				
14TS1190	Fault finding and repair on Cattle Crossing	No.				
14TS1200	Fault finding and repair on Vehicle Actuated Sign	No.				
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
14TS1210	Fault finding and repair on Variable Message Sign	No.				
14TS1220	Fault finding and repair on CCTV Camera	No.				
14TS1230	Fault finding and repair on Fixed Automatic Traffic Counters	No.				
14TS1240	Fault finding and repair on Cycle Loop Detection System	No.				
14TS1300	MOVA unit all hardware & software	No.				
14TS1310	UTC interface module	No.				
14TS1320	3G radio survey	No.				
14TS1330	3G Network Design & Configuration	No.				
14TS1340	3G Router - In-Station	No.				
14TS1350	3G Router - Out-Station	No.				
14TS1360	3G OMCU Unit	No.				
14TS1370	3G MOVA Unit	No.				
14TS1380	4G radio survey	No.				
14TS1390	4G Network Design & Configuration	No.				
14TS1400	4G Router - In-Station	No.				
14TS1410	4G Router - Out-Station	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1420	4G OMCU Unit	No.				
14TS1430	4G MOVA Unit	No.				
14TS1440	OMU compatible with Imtech RMS	No.				
14TS1450	VA 2 Channel Self Tuning Detector Unit	No.				
14TS1460	VA 4 Channel Self Tuning Detector Unit	No.				
14TS1470	SCOOT 2 Channel Self Tuning Detector Unit	No.				
14TS1480	SCOOT 4 Channel Self Tuning Detector Unit	No.				
14TS1490	Card module for rotating cone unit	No.				
14TS1500	Controller door switch	No.				
14TS1510	Controller door stay	No.				
14TS1520	Manual panel door lock	No.				
14TS1530	Conversion kit for near-sided narrow field of view aspect	No.				
14TS1540	Reconfigure Junction Controller (Any Sort)	No.				
14TS1550	Vented Top Cap Assembly for 145mm Shaft Passively Safe Post	No.				
14TS1560	Pole Cap termination assembly	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1570	Pole Cap Cover	No.				
14TS1580	Seal controller base with epoxy resin	No.				
14TS1600	Enclosure for DoT passively Safe Plug	No.				
14TS1610	4 Phase Lamp Driver Module	No.				
14TS1620	Shock Resistant M32 12 volt 50w Halogen Lamp	No.				
14TS1630	50 volt 40 watt Edison Screw Lamp	No.				
14TS1640	Regulatory Sign Fluorescent Lamp	No.				
14TS1650	Detector Fault Monitoring Lamp	No.				
14TS1660	Lamp Transformer	No.				
14TS1670	Long Lamp Holder	No.				
14TS1680	Short Lamp Holder	No.				
14TS1690	Blown Fuse	No.				
14TS1700	Fit and Forget backing boards for 3 aspect signal heads	No.				
14TS1710	Photo Electric Cell	No.				
14TS1720	Controller Door Lock	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1730	Pedestrian PBU Rotating Tactile Unit	No.				
14TS1740	Pedestrian PBU Audible Device	No.				
14TS1750	Pedestrian 2 man PBU Legend	No.				
14TS1760	Toucan PBU Legend	No.				
14TS1770	Insert for PBU	No.				
14TS1780	Bezel for PBU	No.				
14TS1790	Complete Micro-switch for PBU	No.				
14TS1800	Lampholder for PBU	No.				
14TS1810	Toucan PBU	No.				
14TS1820	ELV Pedestrian Demand Unit including Tactile and Audible LED	No.				
14TS1830	Sonar Alert Audible Device	No.				
14TS1840	Louvre for 210mm Aspect	No.				
14TS1850	Louvre for 300mm Aspect	No.				
14TS1860	Gland tray rubber cable grommets	No.				
14TS1870	Replacement solar panel for VAS	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1880	Replacement wind generator for VAS	No.				
14TS1890	Replacement 75A Battery Pack for VAS	No.				
14TS1900	Tracking Unit	No.				
14TS2100	Installation of self-adhesive location mark	No.				
14TS2110	Installation of self-adhesive location mark in quantities exceeding 1 No. not exceeding 20 No.	No.				
14TS2120	Installation of self-adhesive location mark in quantities exceeding 21 No. n/e 50 No	No.				
14TS2130	Installation of self-adhesive location mark in quantities exceeding 50 No.	No.				
14TS2140	Installation of self-adhesive warning notice.	No.				
14TS2200	100mm square aluminium 'PEDESTRIAN CROSSING' stud.	No.				
14TS2300	Temporary Power Supply	day				
14TS2310	Temporary Signal Installation	day				
14TS2320	Temporary Pedestrian Crossing Installation	day				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Series 1400 Summary					
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Series1400	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1500	Motorway Communications					
15TS0010	4-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0020	8-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0030	12-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0040	16-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0050	20-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0060	8-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0070	12-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0080	16-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0090	20-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0100	1 pair armoured feeder cable	m				
15TS0110	2 pair armoured feeder cable	m				
15TS0200	Slot cut for Detector Loop Cable	m				
15TS0210	Signals Detector Cable small joint kit	No.				
15TS0220	Signals Detector Cable large joint kit	No.				
15TS0300	Maintenance of Mesh Communications Links	month				
Series 1500	Total carried forward to General Summary at end of	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials					
2701A	Specialist Labour - 08:00 to 17:00 Mondays to Fridays Excluding Bank Holidays					
27TS0010	Signal Maintenance Engineer	hr				
27TS0020	Signal Installation Engineer	hr				
27TS0030	Optical Maintenance Technician	hr				
27TS0040	Slot Cutting Operative	hr				
2701B	Labour - 08:00 to 17:00 Mondays to Fridays Excluding Bank Holidays					
27TS0040	Labourer	hr				
2702A	Specialist Labour - 08:00 to 17:00 Saturdays Excluding Bank Holidays					
27TS0100	Signal Maintenance Engineer	hr				
27TS0110	Signal Installation Engineer	hr				
27TS0120	Optical Maintenance Technician	hr				
27TS0130	Slot Cutting Operative	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials					
2702B	Labour - 08:00 to 17:00 Saturdays Excluding Bank Holidays					
27TS0140	Labourer	hr				
2703A	Specialist Labour - 08:00 to 17:00 Sundays Excluding Bank Holidays					
27TS0000	Signal Maintenance Engineer	hr				
27TS0010	Signal Installation Engineer	hr				
27TS0020	Optical Maintenance Technician	hr				
27TS0030	Slot Cutting Operative	hr				
2703B	Labour - 08:00 to 17:00 Sundays Excluding Bank Holidays					
27TS0040	Labourer	hr				
2704A	Specialist Labour - Restricted hours working only 09:30 to 16:00 Mondays to Fridays Excluding Bank Holidays					
27TS0000	Signal Maintenance Engineer	hr				
27TS0010	Signal Installation Engineer	hr				
27TS0020	Optical Maintenance Technician	hr				
27TS0030	Slot Cutting Operative	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials (cont.)					
2704B	Labour - Restricted hours working only 09:30 to 16:00 Mondays to Fridays Excluding Bank Holidays					
27TS0040	Labourer	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Series	ummary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
	Series 2700 Summary					
	Summary brought forward from page 37					
	Summary brought forward from page 38					
	Summary brought forward from page 39					
Series 2700	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
6100	Emergency Response Service					
61TS0010	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Monday to Friday	hr				
61TS0020	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Monday to Friday	hr				
61TS0030	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Monday to Friday	hr				
61TS0040	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Saturday	hr				
61TS0050	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Saturday	hr				
61TS0060	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Saturday	hr				
61TS0070	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Sunday	hr				
61TS0080	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Sunday	hr				
61TS0090	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Sunday	hr				
61TS0100	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Bank Holiday	hr				
Series 6100	Total carried forward to General Summary at end or	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
6100	Emergency Response Service					
61TS0110	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Bank Holiday	hr				
61TS0120	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Bank Holiday	hr				
Series 6100	Total carried forward to General Summary at end o	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
	Series 6100 Summary					
	Summary brought forward from page 41					
	Summary brought forward from page 42					
Series 6100	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
7101	Traffic Signal Installation Switch On or Switch Off					
71TS0010	Switch Site On or Off between 08:00 and 17:00 hrs Monday - Friday	No.				
71TS0020	Switch Site On or Off between 17:00 and 00:00 hrs Monday - Friday	No.				
71TS0030	Switch Site On or Off between 01:00 and 07:59 hrs Monday - Friday	No.				
71TS0040	Switch Site On or Off between 08:00 and 17:00 hrs Saturday	No.				
71TS0050	Switch Site On or Off between 17:00 and 00:00 hrs Saturday	No.				
71TS0060	Switch Site On or Off between 01:00 and 07:59 hrs Saturday	No.				
71TS0070	Switch Site On or Off between 08:00 and 17:00 hrs Sunday	No.				
71TS0080	Switch Site On or Off between 17:00 and 00:00 hrs Sunday	No.				
71TS0090	Switch Site On or Off between 01:00 and 07:59 hrs Sunday	No.				
71TS0100	Switch Site On or Off between 08:00 and 17:00 hrs Bank Holiday	No.				
71TS0110	Switch Site On or Off between 17:00 and 00:00 hrs Bank Holiday	No.				
71TS0120	Switch Site On or Off between 01:00 and 07:59 hrs Bank Holiday	No.				
Series 7100	Total carried forward to General Summary at end o	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
10000	Dayworks and Unspecified Materials and Plant					
X0TS0010	Percentage Adjustment to the Basic Cost of Plant	%				
X0TS0100	Percentage Adjustment to the Basic Cost of Materials	%				
Series 10000	Total carried forward to General Summary at en	d of Price List				

# **GENERAL SUMMARY (Page 1 of 2)**

Price List Item No.	Activity / Description Heading	Amount (£)
100	Preliminaries	
200	Site Clearance	
400	Road Restraint Systems (Vehicle and Pedestrian)	
500	Drainage and Service Ducts	
1200	Traffic Signs and Road Markings	
1300	Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts	
1400	Electrical Work for Road Lighting and Traffic Signs	
1500	Motorway Communications	
2700	Time Charged and Materials	
6100	Emergency Response Service	
7100	Traffic Signal Installation Switch On or Switch Off	
10000	Dayworks	
	Priced PRICE LIST Total for the full and inclusive Service described in the Tender	



**CONTRACT REF: - 3MC 003** 

## **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 0.0** 

SHROPSHIRE COUNCIL

**GENERAL INFORMATION** 

# **VOLUME 0.0**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

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## A Background

## A1 Introduction

1.1 The purpose of this document is to give bidders information about the *Employer* that will assist them in their bids and to emphasise the *Employer's* strategic objectives.

- 1.2 **Shropshire Council** (Shropshire) (the *Employer*) intend to procure a Traffic Signals Term Service Contract that will commence operations in 2016, when the current contract expires.
- 1.3 The combined value of the new contract is likely to be around £300,000 per annum. Initial contract terms will be 4 years with the possibility of extensions leading to 7 year terms overall.
- 1.4 Formal administration of the Contract may be undertaken by the *Employer* who will continue to collaborate post contract award, particularly regarding implementation of efficiencies and improvements during the lifetimes of the Contract.
- 1.5 The *Employer* wishes to procure a comprehensive service for the works and services included in this Term Contract. Timely and appropriate maintenance is required to ensure the safety of road users and to preserve the value of the asset. Furthermore, this will minimise expenditure over time; disruption to users and others affected; and adverse impact on the environment.
- 1.6 The *Employer* invites Tenders for the supply upon the terms and conditions of the Invitation to Tender for the provision of Term Contract Services as specified. Tenderers are advised to read the Invitation to Tender carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted. Should a Tenderer proposing to submit be in doubt as to the interpretation of any part of this Invitation to Tender, they should write to the *Employer's* Authorised Officer, who will endeavour to answer written enquiries in accordance with the provisions of the Instructions to Tenderers so that queries can be resolved prior to Tenders being submitted. **Telephone enquiries will not be entertained**.

## **A2** Contract Objectives

- 2.1. It is intended that as part of the strategy the arrangement will be performance/outcome driven and be sensitive to customer feedback. Customers of the *Employer* are the public of Shropshire, visitors, businesses etc. In addition, it is envisaged that the arrangement will:
  - reduce bureaucracy and paperwork;
  - improve public perception;
  - improve the quality of the highway network;
  - provide best value;
  - provide for essential growth in traffic whilst mitigating the effects on the environment and reducing accidents; and
  - support vibrant and cohesive communities.
- 2.2 An environmentally sustainable approach is encouraged in the Contract. The Contractor will be encouraged to:

- reuse materials:
- find new ways to reuse suitable materials recovered from site;
- recycle in-situ bituminous materials as appropriate; and
- evaluate all new environmental sustainable initiatives and products.

#### A3 Personnel Issues and TUPE

#### 3.1 **TUPE**

The Services are currently carried out by:

Imtech Traffic and Infra UK

The award of the contract will probably involve the transfer of employee(s) subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended (TUPE), as set out in Table 1.

Table 1

Name of Provider	Brief description of Services	Number of staff
Imtech Traffic and Infra UK	Traffic Signal Maintenance	1

TUPE implements the 1998 European Acquired Rights Directive. A relevant transfer may occur in two ways – either there is a transfer of whole or part of an undertaking, or else there may be a service provision change whereby work undertaken by one contractor or *Employer* is then outsourced. If the activities will continue to be done by the new contractor, even if they are done in a different way, then a relevant transfer will occur. Similarly, at the end of the contract, if the work is then taken back in house or awarded to a new contractor, the service provision change regulations will apply.

In broad terms the TUPE Regulations will operate to preserve continuity of employment and the terms and conditions of employees who are currently employed on work covered by the contract. The successful Tenderer will be expected to work with Shropshire implement TUPE and ensure a smooth transfer of staff. This cannot be understated. There are significant penalties of up to 13 weeks' gross pay for each affected employee, which is the joint and several responsibility of both parties, in the event that obligations under TUPE are not complied with.

Tenderers must indicate whether or not they intend to employ the employees detailed in Table 1 currently providing the works and services from the contract start date. Bids must fully reflect any costs incurred because of TUPE. Tenderers may tender on the basis that the exceptional circumstances listed in paragraph 14 to the Cabinet Office Statement of Practice: Staff Transfers in the Public Sector (January 2000) apply. Tenderers must provide reasons for this approach.

## 3.2 Staffing Information

Tenderers are required to answer the questions on TUPE set out in the Quality Submission Requirements. Tenderers should be aware that if the *Employer* does not consider there to be exceptional circumstances, then it reserves the right to reject tenders from Tenderers who indicate they will not comply with TUPE or comply with the Code.

An anonymised list of employees who are protected by TUPE is attached in Volume 7. Where the *Employer* has provided information which originates from third parties, the *Employer* has no control over the compilation of the information and gives no guarantees or assurances as to the accuracy or completeness of the information. Accordingly the *Employer* cannot be held responsible for any errors.

Clarification on staff who will actually transfer is expected to be provided in January 2016 and the contract will include a mechanism for the adjustment of costs based on differences between the staffing lists provided at tender stage and actual staff transferring.

## 3.3 New Employees

Shropshire and anticipate that the Tenderer will comply with the requirements set out in the Welfare Reform and Pensions Act 1999 in respect of new employees who are recruited to work alongside those employees who transfer from any existing contractor or agent of Shropshire.

### 3.4 Requirements for Tenderers

Tenderers are required to answer the questions on pension provision set out in the Quality Submission requirements. Tenderers should be aware that the Authority will reject tenders from Tenderers which fail to deal with pensions in accordance with this tender document and Fair Deal Guidance.

Tenderers must seek their own legal advice as to the application of TUPE and the extent of their obligations under the Regulations.

### Information available for Tenderers

Name of Provider	Staffing list	Summary terms and conditions	Other information
Imtech & Infra UK	Yes	No	No

#### B THE EMPLOYER

# **Shropshire Council**

- 1.1 Shropshire is situated in the heart of the United Kingdom some 150 miles north-west of London. It forms part of the West Midlands region and stretches from the Welsh Borders in the west to the Birmingham conurbation in the east, with Cheshire situated to the north and the rural counties of Herefordshire and Worcestershire to the south.
- 1.2 Following local government reorganization in April 1998, the district based around the new town of Telford became a Unitary Authority, Telford and Wrekin Council. In April 2009, the former County, District and Borough Councils in Shropshire combined to become a Unitary Authority, Shropshire Council.
- 1.3 Shropshire covers an area of 319,700 hectares and has a population of 290,000. It is predominantly rural, the county town of Shrewsbury forming the principal centre of population. It has excellent communications, friendly and industrious people, a variety of housing to suit every requirement, good health care and educational facilities, and a high quality of life.
- 1.4 The economy of the County is based on agriculture, food processing, engineering and related support industries. Several multi-national companies have operations based in the county and tourism is increasing, particularly in the Ludlow and Shrewsbury areas. Agriculture forms the basis of the rural economy with large operations producing potatoes, sugar beet and cereals, as well are rearing livestock. Weekly agricultural markets are held in most of Shropshire's towns.
- 1.5 Shropshire Council is responsible for the improvement and maintenance of all roads for which the Council is highway authority. This excludes the motorway and trunk roads, and all roads within the Telford and Wrekin Council area.

Shropshire Council has the following systems and assets:

#### Systems:

Urban Traffic Control (UTC)/TMS/SCOOT
Cloud Amber Common Database
Closed Circuit Television (CCTV)
Variable Message Signs
Vehicle Activated Signs
Traffic Management System (TMS)

# Remote Monitoring of School Wig-Wags

#### Assets:

Traffic Signals (junctions)	35
Traffic Signals (crossings)	82
CCTV	7
Vehicle Activated Signs (VAS)	109
Variable Message Signs (VMS)	2
School Wig Wags	47
Cattle Crossings	10
Pedestrian and/or Cycle Counters	35

- 1.6 Existing systems comprise SCOOT Urban Traffic Control (UTC), Cloud Amber common database, CCTV, Remote Monitoring for Traffic Signals (RMS), Variable Message Sign (VMS) system and Asset/Fault Management database. All systems except for Servers are currently located at Shropshire Council's Longden Road Depot and managed by the Street Lighting & Traffic Signal Section. Servers handling the UTC system are based at the Councils Forest Way CCTV Centre.
- 1.7 The UTC system, supplied by Imtech Traffic & Infra UK, currently monitors and controls 13 traffic signal junctions or pedestrian crossings in Shrewsbury. The UTMC common Database, supplied by Cloud Amber, allows the integration of all the various systems described here, plus many others. Data is stored in a common database format and information from one or more systems can be used to output to one or more different systems allowing control system strategies to be changed automatically once certain parameters are reached.
- 1.8 The TMS system, supplied by Imtech Traffic & Infra UK, currently monitors 18 traffic signal installations.
- 1.9 The CCTV system, supplied by Axis P54 PTZ Dome Network Cameras, currently comprises 6 cameras in Shrewsbury. The VMS system, supplied by TWM Traffic Control Systems Ltd, covers 2 signs in Shrewsbury.

## 1.10 Engineering Services Contract

Mouchel Group were awarded the Engineering Services Contract in January 2015 covering highway and bridge improvements and maintenance, geotechnics, traffic engineering, accident investigation, street lighting, soils and materials testing and topographical surveys.

The contract runs for a period of up to seven years and has had an average annual value of £593k over the past three years.

# 1.11 Expenditure in 20149/15

To assist the contractor in preparing a bid, details of expenditure in 2014/15 for each type of work is given below:

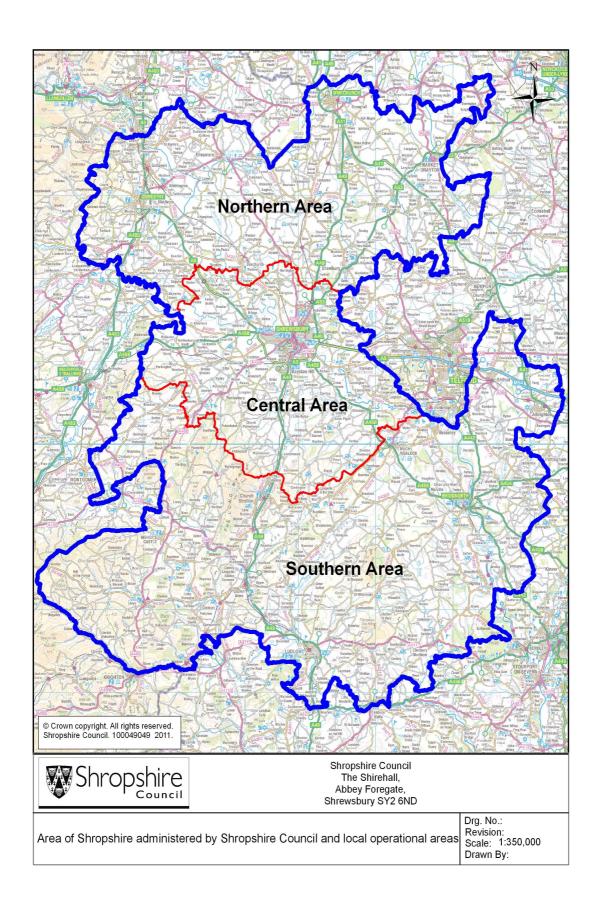
	Total Value
Traffic Signals Maintenance works	£148k
Refurbishment works	£93.4k
New Installations	£80k

This information is given as a guide only and cannot be guaranteed for future years.

#### 1.12 Customer Service Centre

Shropshire Council operates a centralised customer service centre. This initiative promotes the referencing of calls from the public and enables actions to be recorded and tracked against time performance targets. It also enables information to be gathered in respect of service standards and the quality of service delivery.

A plan of the Shropshire Council operational areas is included below:



#### C. CONTRACT STRATEGY

### C1. Challenges for the Future

1.1 There are a number of critical challenges and issues which will impact on the *Employer* over the duration of the Contract. These include:

The economy – The current recession has had a major impact on business confidence and employment rates which will continue to be felt for some time. In the short term, this has led to a slight decrease in the amount of commuter traffic on our roads. Schemes that support economic growth and enhance access to employment and training opportunities will be of particular importance in supporting the local economy, not just in the short term, but over the time frame of this contract.

**Downturn in public spending** – An outcome of the economic down-turn is the Government's priority to reduce the economic deficit and manage the Country's debt. A direct response of this is a significant reduction in public spending and the amount of money that the *Employer* receives on an annual basis from the Government to spend on transport improvements.

In the future the *Employer* will need to focus on:

- Making the best use of our existing assets and infrastructure;
- Delivering more low cost / high impact schemes. This includes the smarter choices agenda alongside schemes to promote walking and cycling;
- Better targeted capital investment guided by a robust approach to evidence based need, effective scheme prioritisation and the ability to provide value for money;
- Making bids for challenge funding including the Regional Growth Fund and Local Sustainable Transport Fund;
- Increased partnership working to allow more effective use of joint budgets to meet shared objectives, seeking contributions from local communities to support the delivery of local priorities and maximising the potential to secure developer contributions; and
- The need for further efficiencies and the potential integration of activities.

**Climate change** – It is accepted that some degree of climate change is unavoidable as past emissions will continue to influence the climate for at least several decades to come.

Local climatic trends since 1961 have been hotter, drier summers and warmer, wetter winters. Future projections suggest that these trends will continue. It is also expected that there will be more prolonged heavy rainfall and that urban areas are likely to experience more extreme temperature increases due to the urban heat island effect. Projections for 2050 suggest an increase in summer mean temperature of +2.6c and winter mean temperature of +1.9c. Summer mean precipitation is forecast to decrease by 18% and winter mean precipitation could increase by up to 13%.

The challenge ahead is to consider how best to meet the national target to reduce carbon emissions by 80% by 2050 and by 40% over the lifetime of this strategy.

How the *Employer* works to reduce carbon emissions and adapt to climate change will be crucial factors in how it plans to deliver transport priorities in the future. This will be essential if the *Employer* is to cope with unpredictable changes in the climate and meet national targets to reduce carbon emissions.

The Pitt Report and the subsequent Flood and Water Management Act 2010 - has also placed additional responsibility on the *Employer* to lead on flood management issues including risk management and assuming responsibility for Sustainable Drainage Systems. The implementation of this will place an additional burden on resources.

The increasing size of Heavy Goods Vehicles - the increase in the maximum weight limit for vehicles from 38 to 44 tonnes, coupled with increases in traffic volumes, has impacted on the integrity of carriageway foundations, particularly on the rural network;

The localism agenda — A Decentralisation and Localism Bill was published at the end of 2010. This is part of the Coalition Government's desire to return power to local communities and the creation of the "Big Society". The regional tier of government has already been removed and Regional Development Agencies are to be abolished. The Comprehensive Area Assessment, used to monitor local authority performance, has also been abolished. It is anticipated that the Bill will give local people greater involvement in how local priorities are determined and delivered. This could have a significant impact on how future budgets are determined and the delivery of local schemes.

Rising fuel costs – The cost of petrol and oil in the UK has increased in real terms by 20% over the last 12 years. As oil reaches peak production and demand for petroleum products increases from rapidly developing countries, not least China, there is a high probability that fuel prices will continue to rise over the term of the contract. This could act to limit levels of traffic growth and see a move towards people making more use of sustainable modes of transport. Equally, it could see a gradual move towards the use of alternative fuels such as hybrid, electric or hydrogen fuel cell powered vehicles over the life of this contract.

# C2 Integrated works and services

# Services to be delivered through this Contract

2.1 The Contract will cover the supply of plant, labour and materials

The Contract will deliver both *Works* and *Services* outputs; for the scope of work to be included, please refer to the details outlined within the individual lots.

#### **Work Outputs**

Reactive Maintenance Works	Programmed Maintenance Works	Schemes
<ul> <li>Signing and making safe</li> <li>Response repairs to traffic signal equipment.</li> </ul>	Programmed     maintenance works to     traffic signals     equipment.	<ul> <li>Traffic signal improvement schemes.</li> <li>Traffic Signal Equipment new installations</li> </ul>

## **Service Outputs**

Routine Maintenance	Emergency Response	
Services	Service	
Traffic Signals     Equipment	<ul> <li>Emergency response service to Traffic Signal Equipment Installations.</li> </ul>	

- 2.2 The opportunity is being taken to rationalise service provision in order to deliver maintenance services, and to eliminate historic anomalies. The Service Contract will deliver integrated maintenance and improvement services for Traffic Signals Equipment. The key implications are:
  - A service provider will deliver an integrated services for the *Employer*, and
  - An integrated client team, with expertise in the management of maintenance activities for the services will manage the contract for the Employer.
- 2.4 All works in relation to the services in the Contract with a value up to £125k will be awarded to the Contractor subject to such work being within the technical competence of the Contractor, such competence to be objectively assessed by the *Employer*.
- 2.5 The *Employer* will competitively tender all works above the £125k contract threshold and the Contractor (assuming relevant experience) will be given an opportunity to tender for such works together with other suitably qualified Tenderers selected by the *Employer*. Where work is of such value that it requires the placing of an OJEU Notice the Contractor will have an opportunity to pregualify to tender for such works in the normal way.
- 2.6 The Contract with Shropshire Council is valued at approximately £300k per annum. Recognising the variability of this work, the *Employer* does not guarantee the Contractor a minimum value of services in any one contract year.
- 2.7 Tenderers should note that, as stated in 2.5 above, the *Employer* frequently lets other independent contract on the Highway Network (the Network) and, therefore, other contractors will from time to time be executing work that will have an impact on the accessibility of parts of the Network. The Contractor may also be required to carry out works incidental to the independent contract under this Contract. Utilities Companies will also be carrying out works on the Network.

# C3. Traffic Signals Maintenance and Improvement Strategy

- 3.1 The *Employer*'s strategy is to secure the expeditious movement of traffic on its road network and facilitate it on the road networks of others. This overall objective is supported by specific policy objectives developed by the *Employer*'s service objectives:
  - Maintain traffic signal and associated infrastructure in a safe condition, within the resources allocated:
  - To support the development and delivery of the Employer's Network Management Plan and associated policies to comply with the Traffic Management Act statutory duty;
  - Optimise urban traffic flows, both vehicular and pedestrian, through the Urban Traffic Control system; and
  - Minimise disruption from works on the Highway including the Employer's works, utility works and other activities.

The Street Lighting and Traffic Signal Team performs three main functions:

- Specific responsibility for managing the operation and maintenance of the urban traffic control system and individual traffic signal sites;
- Works with external partners through regional and national forums and the Utility companies in meeting its objectives; and
- Provide a service to design signal installations for both internal and external clients and act as assessors for Traffic Impact Assessments.

# **Service Objectives**

The overall objective of the service is to continue to maintain traffic signal equipment installations across Shropshire to a standard that minimises the number of equipment failures thus avoiding delays and safety risks to road users, maximising the benefits available through signal control. The immediate priorities of the Service are:

- To install and maintain all traffic control equipment to a high standard to build on the efficiency and high safety standards that already exist;
- Continue to provide a signal design service for both internal and external clients;
- Continue to assess traffic Impact assessments;
- Replace all old and obsolete equipment with more modern, safer and efficient equipment. Provide fully ducted networks, with pole sockets, at all signal installations to facilitate maintenance and ease of equipment replacement in the future;
- Replace all "far side" pedestrian equipment with more modern "near side"
   Puffin and Toucan equipment so that all pedestrian facilities within Shropshire are of a common standard to avoid confusion for pedestrians;
- Use passively safe equipment wherever required or considered necessary to assist in the reduction of injury collisions;
- Provide extra low voltage equipment which is inherently safer than using mains voltage;

- Provide low energy solutions to reduce energy charges by up to 70% and reduce the carbon footprint;
- All equipment to be monitored remotely though the various systems for speed of fault finding and rectification;
- Add remaining traffic signal installations in large urban areas to the UTC system i.e. Market Towns, to reduce delays and give reliable journey times to drivers, particularly to Public Transport; and
- A fully operational UTMC system with all systems connected to it to provide a full Traffic and Travel Information capability and electronic exchange of real time data between neighbouring *Employers*.

# C4 Sustainability

- 4.1 The *Employer's* policy for sustainability will be based on the following principles:
  - Ensure that asset management activities confirm to best practice in reducing, reusing and recycling resources;
  - Monitor it maintenance activities to safeguard and enhance the natural environment; and
  - Ensure that maintenance activities support the Employer's wider sustainability objectives.
- 4.2 The Contract includes objectives to ensure that a more sustainable approach is taken in the delivery of the Traffic Signals Maintenance programme. This includes:
  - The re-use of materials:
  - Finding new ways to reuse suitable materials recovered from site;
  - Evaluating the use of new potentially sustainable initiatives and / or products; and
  - Safeguarding and enhancing the natural environment as part of the ongoing management of the highway network and its structures to support habitats and wildlife.

Traffic Signals also contributes to sustainability issues through:

- Promoting energy conservation, particularly by the use of new technology;
- Ensuring that new and replacement materials are specified giving consideration to energy conservation and whole life costs; and
- Complying with the Waste Electrical and Electronic Equipment Directive by ensuring that new and replacement lighting uses materials that are recyclable.

# C5 Co-ordination of activities and working with stakeholders

- 5.1 The Traffic Management Act (TMA) requires Local Authorities to facilitate the expeditious movement of all traffic on the road network, including motor vehicles, cyclists, pedestrians and freight traffic, having due regard to all other services offered by the *Employer*.
- 5.2 From an operational perspective, the TMA requires the *Employer* to make major changes in how the highway network is managed, moving from a maintenance culture towards a network management culture. The *Employer* will ensure that the effective and efficient use of the current highway network provides people with the opportunity to make informed choices regarding their modes of transport and improve accessibility for residents as well as businesses and visitors. The *Employer* is tasked with promoting the economic, social and leisure opportunities, whilst minimising, as far as possible, the ever increasing congestion and disruption associated with these opportunities.
- 5.3 The *Employer's* Aims and Objectives in relation to the TMA are as follows:
  - Secure the expeditious movement of all traffic on the road network;
  - Adopt a whole authority approach;
  - Work with neighbouring local traffic authorities as well as partners and stakeholders;
  - Assess compliance with the Traffic Management Act 2004 and Intervention Criteria; and
  - Ensure monitoring and evaluation strategies are employed to assess the implementation of procedures and plans in managing the road network.
- 5.4 As part of our statutory Network Management duties the *Employer* works closely with utility companies and developers to co-ordinate planned maintenance activities and to ensure that statutory powers help to reduce the impact and minimise the disruption that this can cause. In doing so, the *Employer* recognises that parity is an important principle and is leading by example, applying the same standards and approaches to its own activities as to those of others.
- 5.5 To ensure a co-ordinated approach to its maintenance activities, the *Employer* continues to work closely with numerous partners, including its neighbouring authorities. This also includes the Highways England who manage the Motorway and Trunk Roads that pass through the *Employer's* areas as well as the Salt Union, other transport undertakings and the Emergency Services.
- 5.6 The provision of information on planned works, combined with accurate and timely information about events, incidents and congestion levels, provides a good source of travel information. The *Employer* already publicises information regarding planned road works through press releases, advance works signing and on <a href="https://www.roadworks.org.uk">www.roadworks.org.uk</a>. The *Employer* also works with public transport operators to ensure that diversions to bus routes are managed and well publicised.
- 5.7 Although it is acknowledged that traffic levels will increase in future years, the *Employer* will better manage the use of the highway network. The *Employer* will

endeavour to provide up to the minute, accurate travel information for the driver, thereby helping to reduce disruption, congestion, pollution and traffic noise, to create a better environment in which to work, live and spend leisure time. Congestion issues will be investigated and, subject to budget availability, appropriate action taken to improve traffic flow and reduce delays

- 5.8 There will be better access for the general public to information on road works being carried out by the *Employer* and the utility companies. This information will be up to date and accurate for all current and future works taking place on the highway network, including road closures, events and any other works which may affect a journey time.
- 5.9 The *Employer* aims to manage its road works and utilities works more efficiently. This may involve an increase in night time working, alternative materials and methods of working where practical and cost effective, avoidance of work during peak periods and improvements in coordination, leading to a reduction in disruption and an increase in customer satisfaction.
- 5.10 The successful tenderer will support meeting these aims and objectives and help the *Employer* meet its obligations under the TMA.
- 5.11 The *Employer* is an active member of a number national best practice working groups. These provide a major opportunity for networking and sharing best practice across a wide range of disciplines.

#### **C6** Asset Management

- 6.1 The *Employer* holds significant highway asset information that it would be willing to make available to the Tenderer on request. This information is GIS mapped based and could be presented to the Tenderer in this format. The Tenderer will need to demonstrate how this information will be used/updated, what added value can be brought to the service delivery and how the information can be best shared with the *Employer*.
- 6.2 The *Employer* has information available that will be provided in the form of GIS files using the *Employer*'s current software, Arcview. These files contain detailed information on a number of different highway inventory assets that the *Employer* maintains. The information provided is the best available and is not intended to be absolute. Through the course of the Contract the successful Tenderer will be expected to update this information, in conjunction with the *Employer*, as work is carried out on the highway network and as part of the update to the Health and Safety File. It is intended that as the *Employer*'s records are updated, the latest asset information will be shared with the successful Tenderer.

Details of Inventory available include:

- digitised road network;
- traffic signals installations; and
- other traffic signal equipment;

Contained within each of the above asset inventory data sets are various attributes associated with this inventory which have been included within the GIS files.

6.3 Consideration is to be given to the collection of information while operatives, working for the Tenderer, drive on the highways. Such information will include the identification of defects with a view to later returning to carry out this work;

the location and name of other contractors working on the highway, particularly those working for utility companies and the location of skips. Using the skills the operatives have, it may be that they are able to identify dangerous situations and either deal with the situations immediately or report the location of the situations back to the *Employer*. Likewise if a member of the public approaches the operatives to inform them of defects to the highway, these are also to be reported back to the *Employer* to be dealt with at a later date

6.4 Contract data should be shared through the compatible platforms. The Contractor's data back-up of any of these systems needs to be fully considered and demonstrated to be robust prior to the start of the Contract.

#### C7 Health and Safety

- 7.1 The *Employer* is committed to ensuring that all activities are carried out in such a way as to safeguard, as far as is reasonably practicable, the health, safety and welfare of any and all persons associated with or affected by it.
- 7.2 The successful Tenderer will be working with the *Employer* to maintain the traffic signals network and any associated works, for at least four years. However, in this role it will be legally distinct from the *Employer* and will be required to assess the risks to anyone who might be affected as a result of its performance of the Contract. The successful Tenderer would be required to exchange Health and Safety policies and procedures with the *Employer* and ensure that the Health and Safety of the *Employer*'s staff, and others affected by their activities, will be protected to a level which is reasonably practicable and equivalent in standard to that of the *Employer*'s policies and procedures.
- 7.3 The residents of Shropshire expect that all works carried out by the *Employer* and its contractors shall be to the highest standards. The performance of any contractor working for the *Employer* reflects directly on the *Employer* and it is therefore crucial that these standards are maintained. Health and Safety is key to this objective and the legal requirements for Health and Safety represent the minimum standards acceptable, however, these are expected to be exceeded on this Contract.
- 7.4 The *Employer* will require the Tenderer to have fully qualified operatives working on the highway network who are registered with CSCS, have obtained Engineering Recommendation G39/1 qualification and be certified under the National Highways Sector Scheme 8 and

#### C8 Mobilisation

- 8.1 Fundamental to the successful commencement of this Contract will be the smooth and seamless transition between the completion of the existing contract agreements and the commencement of the new arrangements.
- 8.2 It is imperative that the successful Tenderer is in place and fully operational to undertake the Service from the end of the *Employer's* current contract, particularly with respect to emergency service provision.
- 8.3 The 'partnership' between the *Employer* and successful Tenderer will be built on the foundations of this efficient and faultless start-up to the Contract(s). The *Employer* includes the following key activities in ensuring a seamless transition occurs:
  - Establishment of Emergency Provision;
  - Management Structure;
  - Establishment of new Contractor resources including plant, equipment and manpower;

- Integration of TUPE transferred staff;
- Training of staff in the Contract arrangements and culture change;
- Establishment of IT and communication systems; and
- Sub contractors and suppliers in place.
- 8.4 As part of their Quality Submissions, Tenderers will be required to submit their Mobilisation Strategy, which should detail how they intend to mobilise to meet the requirements of the Contract

#### **C9** Customer Focus

- 9.1 It is expected that the successful Tenderer will be proactive in working with the *Employer* to ensure a customer interface which reacts very positively in terms of customer care and promotes the good standing and reputation of both parties.
- 9.2 Local Authorities are required to consult their customers on the quality and type of services which they deliver. The successful Tenderer will be expected to participate in initiatives designed to fulfil this requirement in partnership with the *Employer*.

## C10 Exit Strategy

10.1 The Tenderers in compiling its Tender submission is required to demonstrate its Exit Strategy on completion of this Contract in 4, 5, 6 & 7 years' time. Tenderers should address the relevant issues and outline their approach to dealing with these to ensure a smooth transition between the completion of this Contract and commencement of the new arrangements in the future.



**CONTRACT REF: - 3MC 003** 

## TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016

**VOLUME 0.1** 

SHROPSHIRE COUNCIL

**INSTRUCTIONS FOR TENDERING** 

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## **Shropshire Council Instructions for tendering**

#### **Contract Description:**

This Contract is for the maintenance of all Traffic Signal Equipment to be found within the Administrative Boundary of Shropshire.

The Traffic Signals Equipment encompasses Pedestrian Crossings (82), Signalised Junctions (35), School Warning Signs (Wig-Wags) (49), Cattle Crossings (80), Automatic Pedestrian and/or Cycle Counters (35), Vehicle Activated Signs (109), Variable Massage Signs (2) and CCTV Camera Installations (7).

The Contract covers all aspects of the Routine and Reactive Maintenance requirements of all the various types of Traffic Signal Equipment, together with an out of hours Emergency Response service.

New works, covering the supply and installation of all forms of traffic signal equipment will be included within the Contract up to a maximum value of £125,000 for any one scheme

Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Questions around the Specific benefits that can be brought by contractors through this framework are set out within this Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at <a href="https://www.shropshire.gov.uk/doing-business-with-shropshire-council">www.shropshire.gov.uk/doing-business-with-shropshire-council</a>.

Applicants should note that it is considered that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') may apply to this contract.

The contract will be for an initial period of 4 years commencing 1st April 2016 with an option exercisable on behalf of the council to extend annually for a maximum further period of 3 years

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## 1.0 <u>Invitation to Tender</u>

- 1.1 You are invited to tender for the provision of Traffic Signals Equipment as detailed in the Tender Response Document. The contract will be for an initial period of 4 years commencing on the 1 April 2016 with the option to extend for a further period of up to 3 years.
- 1.2 Tenders are to be submitted in accordance with the Terms and Conditions provided and the instructions outlined within this document.
- 1.3 Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an "in confidence" basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pretender questionnaire submitted. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pretender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

## 2.2 <u>Terms and Conditions</u>

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the

Council, they will be required to undertake the required services.

# 3.0 <u>Preparation of Tenders</u>

#### 3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- **3.1.2** All documents requiring a signature must be signed;
  - a) Where the Tenderer is an individual, by that individual:
  - b) Where the Tenderer is a partnership, by two duly authorised partners;
  - c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
- 3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council.

# 3.2 Tender Preparation and Costs

- 3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.
- 3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.
- 3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.
- **3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.
- 3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.
- **3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in

the Tender documentation are correct at the time of submission.

- 3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- **3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

#### 3.3 Parent Company Guarantee

- It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.
- **3.3.2** A signed Parent Company Guarantee is to be provided by the Tenderer as per Volume 1 Appendix B Option X4.

#### 3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

#### 4.0 Tender Submission

- 4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon**, 26<sup>th</sup> October 2015 via Delta.
- 4.2 No unauthorised alteration or addition should be made to the Specification and

Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

- 4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.
- Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.
- 4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- **4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.

# 5.0 <u>Variant Bids</u>

- 5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

# 6.0 The Transfer of Undertakings (Protection of Employment) regulations 2006

- 6.1 Tenderers should note that the Employee 'Transfer of Undertakings (Protection of Employment) Regulations '2006 ('TUPE') will apply to this contract. Tenderers are advised to seek their own legal advice about the practicality of these regulations and should reflect the financial implications of such a transfer in their tender submissions.
- Details of employees of companies/and of the Council who are currently carrying out the work that is included in the Contract can be requested by emailing procurement@shropshire.gov.uk Tenderers should note, however, that where the Council provides information to them for the purposes of TUPE, such information may originate from a third party. As the Council has no control over the

compilation of such third party information, the Council gives no guarantee or assurance as to the accuracy or completeness of such information and cannot be held responsible for any errors or omissions in it.

# 7.0 Tender Evaluation

- 7.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 7.2 If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

# 8.0 <u>Clarifications</u>

- **8.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 8.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- **8.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 8.4 All queries should be raised as soon as possible (in writing), in any event not later than 19th October 2015 via Delta.
- 8.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 8.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

#### 9.0 Continuation of the Procurement Process

- **9.1** The Council shall not be committed to any course of action as a result of:
  - i) issuing this Invitation to Tender;

- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- **9.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 9.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## 10.0 Confidentiality

- All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.
- The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 10.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 10.4 The contents of this Invitation to Tender are being made available by the Council on condition that:
- Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- 10.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
- **10.4.3** Tenderers shall not undertake any publicity activity within any section of the media.
- **10.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the

Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

- **10.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- 10.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- **10.5.4** the Tenderer is legally required to make such a disclosure.
- The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

# 10.7 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

#### 11.0 Freedom of Information

- Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 11.4 Shropshire Council will not be able to accept that trivial information or information

which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <a href="http://www.ico.gov.uk">http://www.ico.gov.uk</a>

#### 12.0 <u>Disqualification</u>

- **12.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 12.1.1 The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- **12.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 12.1.3 The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

#### **12.1.4** The Tenderer:

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.
- Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

#### 13.0 <u>E-Procurement</u>

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

# 14.0 Award of Contract

#### 14.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

#### 14.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

## 14.3 Transparency of Expenditure

Further to it's obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## 15.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract

#### 16.0 Acceptance

16.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be

conditional on compliance with this Tender Condition.

The Tender documentation together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

#### 17.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

## 18.0 <u>Liability of Council</u>

- **18.1** The Council does not bind himself to accept the lowest or any tender.
- The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 18.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.
- 19.0 The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

# 20.0 <u>Declaration</u>

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1)		Status
Signed (2)		Status
(For and on	behalf of	)
Date		



**CONTRACT REF: 3MC 003** 

## TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016

**VOLUME 0.2** 

SHROPSHIRE COUNCIL

**SELECTION QUESTIONNAIRE** 

This document consists of 19 pages and must be completed in its entirety.

Please read page 3 carefully before completing this document.

#### INSTRUCTIONS ON COMPLETING THE QUESTIONNAIRE

- 1. This document must be completed in its entirety with responses being given to all questions.
- 2. Where figures are requested these must be inserted in the tables as indicated, it will **not** be sufficient to refer to supporting document/accounts.
- 3. All questions require specific responses from you relating to the Company Named in Section A Question 1. It is not appropriate for the Employer to attempt to construct an answer by the selection of what it deems as appropriate elements that may be given in the body of general supporting information. It is a requirement that each question is addressed by you to ensure that the correct information is presented to enable a judgement to be made on whether your tender is to be considered.
- 4. Where accounts and other details are requested a **copy must** accompany each copy of your Selection Questionnaire.

#### Particular Points to Note

- a) Financial Details Question 1 Page 9 You are required to supply audited accounts for the past 3 years for the named Company. Additionally if the latest audited accounts are more than six months old, copies of current un-audited accounts or latest management accounts must be sent.
- b) **Financial Details** Question 2 Page 9 If exact figures are not available, please supply your best estimate of the figures required.
- c) **Experience and References** Question 1 Page 13 You must include all the details requested including the value of the contract.

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you, may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

We would finally point out that unless you provide all the information requested in this document you risk your tender not being considered further.

# **SECTION A**

# **CONTRACTORS DETAILS**

1(a)	Name of Company/Organisation:
(b)	Company registration number:
2 (a	Type of organisation (private company, limited liability company, partnership, etc):
(b)	Date organisation established:
3.	Registered address and company registration number if applicable:
4.	Address of office from which this contract would be administered (if different)
5.	Details of association to any Holding Company or Parent Company subsidiary or Group of which your company is a member

6	Please	provide name and full contact de	tails for the individual completing	this questionnaire
	Name			
	Addres	SS		
		Post	Code	
	Tel No	Fax	No	
	E-mail	address		
7.		e confirm the number of years Is maintenance contracts		
8 (a)	Total	number of employees:		
8 (b)	Not u	sed.		
requi and (	rements Contract	rovide details of your insurance of this contract required by the I Data Part One (CDP1) Clauses king to deal with insurance exces	NEC3 Term Service Contract In 8.1 to 8.5 inclusive, together wit	surance Table
	a) (i)	Please confirm that you hold ins	urance as detailed in CDP1 Clau	ıse 81
				YES / NO
	(ii)	Please detail the relevant polexceptions apply to the policy.	licy information and state if a	any conditions or
		Name of Insurance Company		
		Date policy taken out		
		Expiry date of the policy		
		Policy number/reference		

	Conditions/Exceptions
b) (i)	Please confirm that you hold insurance as detailed in CDP1 Clause 82
	YES / NO
(ii)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.
	Name of Insurance Company
	Date policy taken out
	Expiry date of the policy
	Policy number/reference
	Conditions/Exceptions
	Level of Insurance

c) (i)	Please confirm that you hold insurance as detailed in CDP1 Clause 83
	YES / NO
(ii)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.
	Name of Insurance Company
	ate policy taken out
	Expiry date of the policy
	Policy number/reference
	Conditions/Exceptions
	Level of Insurance
d) (i)	Please confirm that you hold insurance as detailed in CDP1 Clause 84
	YES / NO
(ii)	Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.
	Name of Insurance Company
	ate policy taken out
	Expiry date of the policy

	Policy number/reference	
	Conditions/Exceptions	
	Level of Insurance	
e) (i)	Please confirm that you hold Equipment	insurance in respect of the replacement cost of
		YES / NO
(ii)	Please detail the relevant po exceptions apply to the policy.	YES / NO licy information and state if any conditions or
(ii)		licy information and state if any conditions or
(ii)	exceptions apply to the policy.	licy information and state if any conditions or
(ii)	exceptions apply to the policy.  Name of Insurance Company	licy information and state if any conditions or
(ii)	exceptions apply to the policy.  Name of Insurance Company  Date policy taken out	licy information and state if any conditions or
(ii)	exceptions apply to the policy.  Name of Insurance Company  Date policy taken out  Expiry date of the policy	licy information and state if any conditions or
(ii)	exceptions apply to the policy.  Name of Insurance Company  Date policy taken out  Expiry date of the policy  Policy number/reference	licy information and state if any conditions or
(ii)	exceptions apply to the policy.  Name of Insurance Company  Date policy taken out  Expiry date of the policy  Policy number/reference	licy information and state if any conditions or

	Level of Insurance
f) (i)	If an insurance policy contains any excess (refer to CDP1 Clause 85) please include a signed statement on letter headed paper that you will undertake responsibility for dealing with claims, or parts of such claims, within the excess amount and how they will be financed.
g)	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals.
	Photocopies enclosed YES / NO

#### **SECTION B**

# **FINANCIAL DETAILS**

1. Brief summary of your annual turnover and profit in the last 3 years and audited accounts for the last 3 financial years.

(Please insert figures - do not refer to attached accounts).

<u>Company</u>		Accounts Enclosed	
<u>Year</u>	<u>Turnover</u>	Profit(Loss)	
2012	£	£	YES/NO
2013	£	£	YES/NO
2014	£	£	YES/NO

2. Please show below your company's approximate turnover in the undertaking of traffic signal maintenance contracts for Local Authority clients, or similar organisations, in the last three financial years.

(Please insert figures - do not refer to attached accounts).

<u>Year</u>	Turnover in relation to the undertaking of traffic signal maintenance contracts
2012	£
2013	€
2014	£

3.	Please organisa	ation.			-	outstandin				-	-	
4.						stered und Is of your v					s' Constri	uction
	Please the ori		photoco	pies	ot yo	ur Certifica	tes du	ıly siç	gned	'an autho	entic copy	ot ot
						Pho	otocop	oies e	nclo	sed	YES / I	OV

# **SECTION C**

# **QUALIFICATIONS/SKILL LEVELS**

1.	Please state those professional or trade organisations by which your organisation is accredited. Give details of the name of the organisation, the level of accreditation and the date the accreditation expires or is to be renewed.								
	Please provide copies of a	ny relevant ce	ertificates	I					
		-							
	Enclosed	YES	NO						
2.	Highway Sector Scheme(s)	which your o	organisation of	ns including relevant Nationa perates and for which it holds e date such registration expires					
		•••••							

3.	Details (if any) of all prosecutions, prohibitions or improvement notices served on your organisation or any person mentioned in the questionnaire by the Health and Safety Executive, Environmental Health Officer, Trading Standards Officer, The Fire Service, any Court or Industrial Tribunal or the equivalent to any of these bodies in other EU
	Member States. Please provide details of case/notice number.
4.	Does your organisation have a health & safety policy?
	YES / NO
	If yes, please give details of the policy below

## **SECTION D**

# CONTRACT EXPERIENCE, REFERENCES EQUALITIES, SUSTAINABILITY AND OTHER DETAILS

1. Please list below up to a maximum of 10 <u>similar</u> Traffic Signal Maintenance contracts undertaken by your company in the past three years or currently being handled.

	Company/ Organisation	Contact Name, Address, tele. no. and e-mail address  {Full details to be given on a separate sheet}	Value of Contract	Nature of Work Undertaken and type of traffic signal maintenance contract	Date of Award	<u>Date</u> <u>Completed</u>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

Please note – the Employer reserves the right to seek references from all or any of the bodies identified above.

2.		Please give details of all contracts in the last 3 years which have been terminated e giving the name of the client company/authority, the date of termination and the reas for termination.	
3.	(i)	Is it your policy as an employer to comply with your statutory obligation under Uk equalities and discrimination legislation (or equivalent legislation and regulation the countries in which your amploy staff) and accordingly your practice and to the countries in which your amploy staff) and accordingly your practice and to the countries in which your amploy staff) and accordingly your practice and to the countries in which your amploy staff) and accordingly your practice and the countries in which your amploy staff) and accordingly your practice and the countries in which your amploy staff) and accordingly your practice and the countries in which your amploy staff) and accordingly your practice and the countries are considered.	ıs in
		the countries in which you employ staff) and, accordingly, your practice not to one group of people less favourably in relation to race or ethnic origin, disable gender, sexual orientation, religion or belief or age?	
		UK/EU equalities and discrimination legislation includes:-	
		Sex Discrimination Act 1975	
		Equal Pay Acts 1970 and 1983	
		Race Relations Act 1976	
		Disability Discrimination Acts 1995 and 2005	
		Employment Equality (Religion or Belief) Regulations 2003	
		Employment Equality (Sexual Orientation) Regulations 2003	
		Human Rights Act 1998	
		Equality Act 2006 (effective from 6 April 2007)	
		YES /	NO

(ii)	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?
	YES / NO
	If yes, please give details.
(iii)	In the last 3 years, has your organisation been the subject of formal investigation by the Commission for Racial Equality, the Equal Opportunities Commission and/or the Disability Rights Commission on grounds of alleged unlawful discrimination?
	YES / NO
	If yes, please give details.
ls you	ur policy on equality and diversity set out:
(i)	In instructions to those concerned with recruitment, training and promotion?
	YES / NO
(ii)	In documents available to employees, recognised trade unions or other representative groups or employees?
	YES / NO
(iii)	In recruitment advertisements or other literature?
	YES / NO

4.

	(iv) Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature?
	Enclosed YES NO
5.	Do you endeavour to both eliminate discrimination amongst your workforce, and also promote the diversity of your workforce eg do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities? Provide evidence of the above.
6.	Is it your policy as part of your grievance process to include in that grievance process all complaints relating to race or ethnic origin, disability, gender, sexual orientation, religion of belief, or age? Furthermore, do you include in your grievance process any complaints related to being victimised or harassed as a consequence of bringing a grievance? Provide evidence of the above.

#### **SECTION E**

#### **DECLARATION**

I understand that the responses I have given in this Selection Questionnaire, together with any supporting documentation, are to be used as a basis for selection of companies for this contract.

I note that Shropshire Council reserves the right to undertake supplementary stages of selection prior to awarding the contract.

I confirm that I accept that Shropshire Council have absolute discretion in the operation of this contract.

I confirm that if I am awarded a contract all of the information I have provided in this Selection Questionnaire together with any supporting documentation will be deemed to be part of the contract.

Signed	Name
	(please print)
Designation	Date
Company	
Address	
	Post Code
Tel No	_ Fax No
E-mail address	
Web Site	



**CONTRACT REF: 3MC 003** 

#### **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 0.3** 

**SHROPSHIRE COUNCIL** 

REQUIREMENTS OF THE TENDER SUBMISSION

#### 1 Introduction

1.1 The expected outcome of this tendering process will be the award of a single contract covering all types of work associated with traffic signal equipment including routine and reactive maintenance, refurbishment and new installations.

- 1.2 The term traffic signal equipment covers controlled crossings, except zebra crossings, within the Administrative Area of Shropshire, as well as other associated ITS apparatus such as:-
  - Vehicle Actuated Signs;
  - Variable Message Systems;
  - CCTV Cameras for monitoring of traffic;
  - School Crossing Warning Signs (Wig-Wags); and
  - Automated Cycle and Pedestrian Counters.
- 1.3 In summary, Tenderers are required to submit:
  - Local contract management Quality Submissions;
  - A Quality Submission addressing all other quality issues applicable to this Contract; and
  - A Financial Submission for the Works.
- 1.4 Details of the evaluation process, and an explanation of how tenders will be evaluated, are set out later in this Volume.
- 1.5 The Employer may ask Tenderers to give a presentation of their proposals and answer questions. The Employer needs to be satisfied that the Tenderers' proposals meet its requirements and will use the evaluation criteria and scoring methodologies set out in the Invitation to Tender to decide whether (and to what extent) any proposal fails to comply with the requirements of the Employer.
- 1.6 The Tender Evaluation Team will be conscious of the sensitive nature of its work and the requirement to maintain confidentiality. During the evaluation process members of the team will not discuss the evaluation with anyone outside the team. No information will be disclosed to Tenderers until the evaluation process has been completed.

#### 2 Introduction to the Quality framework

- 2.1 The purpose of the Quality Submission is to enable Tenderers to:
  - Provide evidence that they have understood the Employers' requirements;
  - Provide information that will enable the tender evaluation teams to differentiate between the qualitative value of Tenderers' offerings;
  - Put forward details of their own specifications, processes and tender promises regarding their proposed arrangements for management, mobilisation, service delivery, service performance and service improvement throughout the contract.
- 2.2 The Quality Submission Framework has 3 Parts:
  - Part A: Service Management Framework (organisation and contract set up);
  - Part B: Service Delivery Processes (doing the job, delivering the service);
  - **Part C**: Service Performance and Improvement (improving the service).

- 2.3 Each Part comprises several numbered sections that will be evaluated and awarded marks; weightings will then be applied to the marks to derive numerical quality scores.
- 2.4 Part A Service Management Framework, comprises two elements:
  - Part A(i): Service Management Framework (Corporate);
  - Part A(ii): Service Management Framework (Local).
- 2.5 The Employer wished to receive and evaluate Local Service Management proposals tailored to their specific requirements.
- 2.6 The responses contained in all other parts of the Tenderers' Quality submissions (ie *Part A(i) Service Management Framework (Corporate), Part B Service Delivery* and *Part C Service Performance and Improvement*) will apply to the Authority
- 2.7 Tenderers' responses to the Invitation to Tender will be considered to be Tender Promises. Following selection of the preferred Tenderer, Tender Promises, including service delivery statements and service-specific method statements, will be incorporated within the terms of the contract.

#### 3 Overview of Quality Weighting Model

3.1 The table below provides an overview of the Quality Submission Framework and weightings applied:

**Table 0.3.1** 

Evalu	ıation Weightin	g by	Part, Section & Para (Tiers 1)				
Part						Part Weighting	
Α	Service Manag	geme	ent Framework			30%	
В	Service Delive	ry Pr	ocess			30%	
С	Service Perfor	man	ce			40%	
	Total					100%	
Evalu	ation Weightin	g by	Part, Section & Para (Tiers 2 &3)			•	
Part		Sect	ion	Weighting within Part	Part Total	Weighting within Total	Weighting within Total
A(i)	Service Management	1	Corporate Resources (availability and deployment to support Local delivery)	10%			4.50%
	ivianagement	2	Corporate supply chain management	10%			4.50%
A(ii)	Local Service	3	Local organisation and management structure	25%			6.00%
	Management	4	Contract Mobilisation	25%			6.00%
	Proposals	5	IT Mobilisation	15%			4.50%
		6	Workforce Mobilisation	15%			4.50%
					100%	30%	
В		7	Methods of Working (Service Management and Contract Administration	20%			6.00%
	Service Delivery	8	Methods of Working (Service Delivery statements for each service)	30%			10.50%
		9	Service specific method statements for each service component	30%			10.50%
		10	Customer Care	20%			3.00%
			Γ.		100%	30%	
С	Service	11	Performance	75%			30.00%
	Performance		Sustainability	25%	1000′	400/	10.00%
			L		100%	40%	100.000/
						100%	100.00%

- 3.2 The table illustrates the weightings applied to Parts A, B and C (Tier 1), the subweightings of individual Sections within each Part (Tier 2) and the weighting of each Section within the Quality Submission as a whole.
- 3.3 Full details of the evaluation process are provided after the section containing the Quality questions.

#### 4 General Requirements of the Quality Submission

- 4.1 Tenderers are required to prepare a Quality Submission to be submitted as part of their tender. Tenderers' attention is drawn to the requirements for submitting separately bound copies of the Quality Submission and the Financial Submissions Tenderers' attention is also drawn to the requirement in the Instructions to Tenderers for the Tenderers' submission in respect of pension provision to be consistent with the confirmation that must be submitted within 14 days of receipt of the Invitation to Tender. The submission must be consistent with the pension provisions previously notified to the Employer for the tender submission to be compliant.
- 4.2 Quality submissions will be evaluated by a number of teams, each concentrating on particular sections. It is important that Tenderers observe the following rules to enable the evaluation process to be conducted efficiently and objectively. Please:
  - Respond to all questions in the same sequence as they are presented below;
  - Begin the response to each question on a new page; if you present your printed document printed on both sides, begin the response to each question on a right hand page (to facilitate easy disassembly and copying);
  - Include the guestion number and guestion text at the top of each response;
  - Provide complete and concise responses within stated word count limits (please note that word limits are maxima, not targets);
  - Use appendices to provide further supporting evidence or substantiation of the main response, if necessary (<u>do not use appendices to circumvent</u> <u>stated word limits</u>); and
  - If supplementary information is provided in an appendix (for example CVs), please place each appendix immediately after the response to the question to which it refers.
- 4.3 Where quality questions contain words such as "including..." or "in particular", or suggest issues to be addressed in the response, Tenderers should treat the questions as not being confined to the matters highlighted or suggested, but instead ensure that they respond to these points as a minimum and provide a fully comprehensive response that is not restricted to the suggested points alone.

#### SPECIFIC REQUIREMENTS OF THE QUALITY SUBMISSION

The Quality Submission must address the following points and be presented in the same sequence using the same headings and heading numbers.

#### QUALITY SUBMISSION PART A: SERVICE MANAGEMENT FRAMEWORK (30%)

#### Part A(i): Service Management Framework (Corporate)

Q1 Corporate Resources (4.5%)

Max 1,000 word response plus relevant diagrams and charts; CVs presented in an appendix are not included in the word count.

- Q1.1 *Corporate management arrangements*: how the contract(s) will be managed corporately and how corporate resources will be deployed to support local delivery, including details of:
  - Organisational hierarchy, chain of command and specific responsibilities of corporate executives for these contracts
  - Central support and other resources that will be drawn upon to support local delivery of these contracts
  - Names of individuals in key roles, their personal experience and CVs (individual CVs must be limited to no more than 750 words)
- Q1.2 *How these people will make a difference* to the Shropshire contract, particularly if significant numbers of TUPE transfers apply, including:
  - How they will influence the contracts during mobilisation and throughout the contract term through deployment of corporate processes such as: financial supervision, performance management, benchmarking and quality management, knowledge management, transfer of skills and best practice, mentoring, etc
- Q2 Corporate Supply chain management (4.5%)

#### Max 1,000 word response plus relevant diagrams and charts

- Q2.1 Details of **specialist in-house** or affiliated-company **works and service divisions** and how these resources will be deployed on the contract, including:
  - The specific roles that they will play
  - How they will be managed
  - How quality will be controlled
- Q2.2 Details of **key subcontractors** that will be deployed on the contract and the specific roles that they will play, including references to:
  - Payment arrangements for subcontractors
  - Subcontractor selection, management and quality control
  - Previous working arrangements with these subcontractors.

#### Part A(ii): Service Management Framework (Local)

#### Q3 Local Organisation and management structure (6.0%)

Max 1,500 word response plus relevant diagrams and charts; CVs presented in an appendix are not included in that word count but must be limited to no more than 750 words per CV.

- Q3.1 Proposed *organisational structure for local contract management*, technical management and contract administration including:
  - Description of the roles, levels of responsibility, minimum qualifications and relevant experience of role holders
  - Proposed locations of personnel
  - Deployment of management and supervisory personnel at depots
- Q3.2 Proposals for **assigning personnel to key positions**, including (where possible or appropriate):
  - Named individuals, their personal experience and CVs
  - How they will integrate with any transferred employees (if appropriate)
  - How assigned personnel will impact on culture and ensure first class service delivery

#### Q3.3 How the local organisation will function:

- Interfaces with Tenderers' corporate functions and role holders
- Interfaces with Employer's organisation
- Interfaces with the public

#### Q4 Contract mobilisation (6.0%)

## Max 1,500 word response plus relevant diagrams, schedules, Gantt charts and appendices

- Q4.1 Comprehensive *mobilisation proposals* including details of Mobilisation Plan, Mobilisation Team and Mobilisation Programme, including proposed deployment of corporate specialists and members of the (proposed future) local contract management team during mobilisation to ensure seamless continuity of service delivery
- Q4.2 Details of *TUPE processes and employee transfer procedures*, including:
  - Confirmation that TUPE will be applied to those employees detailed in the invitation to tender and providing the services immediately prior to the transfer date and an outline of the Tenderer's understanding of their legal obligations under TUPE;
  - Proposals for managing the transfer of staff including proposals for communicating with and supporting staff and/or employee representatives during the transfer;
  - Details of any proposed changes to staff terms and conditions of employment, how it is proposed that these will be implemented, and redundancy proposals, detailing how it is expected this will be managed;
  - Confirmation that the tender reflects all costs associated with TUPE including the costs of re-organising the workforce (with an indication as to how these costs are broadly broken down);

Tenderers should note that failure to apply TUPE and / or satisfy the minimum pension requirements and Fair Deal Guidance will result in bids being rejected. Bids will also be rejected if the proposed pension provisions are inconsistent with the position previously notified to the Employer.

- Q4.3 Proposals for *mobilisation of vehicles and equipment*, including proposals for:
  - Proposals for investment in vehicles and equipment for use on the contract, including details of proposed procurement or reassignment from elsewhere, and anticipated replacement cycles
- Q4.4 Details of proposed **Exit Strategy** on completion of this Contract in 4, 5, 6 or 7 years' time, including:
  - Discussion of relevant issues
  - An outline approach to dealing with these issues to ensure a smooth transition between the completion of this Contract and commencement of new arrangements in the future

#### Q5 IT mobilisation (4.5%)

#### Max 1,000 word response plus relevant diagrams, schedules and Gantt charts

- Q5.1 Comprehensive *Project Plan for developing fully operational IT interfaces* for deployment from day 1 of new contract to support order-to-invoice workflow proposals with reference to specification clauses 194AR Specification for electronic Contractor interfaces; the Project Plan should include:
  - Proposed project management and technical resource inputs
  - Inputs that will be required from the Employer
  - A convincing demonstration 8 weeks in advance of go live to give confidence that the system will be fully operational from day 1 of the new contract
- Q5.2 *Risk mitigation measures* for key stages, including:
  - Scoping
  - Development
  - Testing and initial proof
  - Final proof
  - Implementation
  - Operational use
- Q5.3 **Evidence from previous Client-Contractor IT interface implementation projects** to support the robustness of the Project Plan and the risk mitigation measures proposed
- Q6 Workforce management and development (4.5%)

#### Max 1,000 word response plus relevant diagrams and schedules

- Q6.1 Workforce management and development proposals during the mobilisation period and throughout the contract term, including
  - Allocation of responsibilities for workforce management and development
  - Establishing skills and capacity of transferring workforce
  - Technical training of personnel

\_\_\_\_\_

- Development and upskilling of personnel
- Q6.2 **Proposals for managing the cultural transition** of transferring employees and new recruits
- Q6.3 **Recruitment proposals**, including adherence to equality legislation and proposals for providing opportunities for disadvantaged or minority groups, including reference to direct employment, apprenticeships, supply chain development
- Q6.4 Description of how *Health & safety training* will be assessed, delivered and monitored for effectiveness

#### QUALITY SUBMISSION PART B: SERVICE DELIVERY PROCESSES (30%)

Q7 Methods of working (Service management and contract administration) (6.0%)

Max 1,000 word response plus relevant diagrams and schedules

- Q7.1 *General approach* and methodology for managing the contract and delivering contract objectives
- Q7.2 Proposals for receiving, scheduling and *managing orders*, pricing and invoicing
- Q7.3 Proposals for *programming and executing works* and services and delivering physical and information outputs
- Q7.4 Proposals for *managing Health & Safety* within the contract
- Q7.5 Proposals for *managing Quality* within the contract
- Q7.6 Proposals for *implementing an Environmental Management System* within the contract
- Q8 Methods of working (Service delivery statements) (10.5%)

Max 1,500 word response for each component

General approach and methodology for delivering each of the service components listed below addressing all pertinent issues including the following for each:

- Technology and methods
- Operating bases
- Resources (direct and subcontract)
- Supervision, quality control and verification
- Training
- Management of risk
- Management of arisings and waste
- Q8.1 Reactive Maintenance
- Q8.2 Programmed works and schemes
- Q8.3 Emergency response
- Q9 Service-specific method statements (10.5%)

Max 500 word response for each specific scenario

Tenderers are required to respond to all of the service-specific scenarios listed below

- Q9.1 Reactive maintenance works
  - Q9.1.1 Following a Road Traffic Collision at Harlescott Crossroads, Shrewsbury the traffic signal controller equipment has been damaged beyond repair. The incident occurred on a Saturday evening and the site has already been made safe. In accordance with Contract requirements, provide information as to how you would replace the traffic signal controller and undertake the re-configuration. Explain how would any MOVA unit or Outstation Transmission Unit be supplied, installed and validated.
- Q9.2 . Programmed works and schemes

- Q9.2.1 Provide a service specific delivery statement to undertake the cyclic maintenance of a CCTV camera sited on a signalised junction.
- Q9.2.2 You are required to refurbish seven traffic signal installations. The work required is to convert the sites to Extra Low Voltage installations. Specifically you are required to replace three traffic signal controllers, convert two pelican crossings to puffin crossings, replace 45 signal poles in pole sockets, replace 75 signal heads, replace all cables, make duct and chamber network suitable for replacement cables, supply and install kerb-side detectors, on-crossing detectors, MVDs, inductive loop detectors, near-sided pedestrian indicators, push-button units, MOVA units and remote monitoring equipment. The signal controllers are to be converted to MOVA operation therefore provision will be made for the installation of new inductive loops. Include in your service-specific method statement:
  - Oher How work will be co-ordinated with Area Highway Offices and the Traffic Signal Unit
  - ♦ How Traffic Management issues will be addressed
  - ♦ The identity of the suppliers / manufacturers of all traffic signal equipment,
  - Description of controller configuration, testing and commissioning procedures,
  - ♦ The duration of work, from issuing the instruction to completion.

#### Q9.3 Emergency response

Q9.3.1 Provide a service specific delivery statement for your response to a request from the Employer at 02:00 hrs to attend and make safe a major signalised junction following a road traffic collision that has involved a large delivery van colliding with 7.0m signal pole and associated signal aspects, sited on a central pedestrian refuge.

#### Q10 Customer care (3.0%)

#### Max 1,000 word response plus relevant diagrams and schedules

- Q10.1 Proposals for Customer care, public relations and liaison, including:
  - How company representatives will present themselves to the public
  - Proposals for training staff to be the face of the Authority
- Q10.2 Proposals for consultation with customers and development of user satisfaction measures

#### QUALITY SUBMISSION PART C: SERVICE PERFORMANCE (40%)

#### **Q11 Performance (30.0%)**

Tenderers are asked to respond concisely, but no maximum word limit has been set for this section

Tenderers should refer to Volume 6 Performance Management when considering and developing their responses to this section

- Q11.1 For each and every one of the Service-KPIs (see Schedule of KPIs listed in Volume 6, Appendix 1)
  - A statement of your approach to the measurement and management of the KPI, aimed at maximising its value in assuring service delivery whilst minimising administrative effort in data collection and processing.

A single A4 page response must be submitted for every Service-KPI.. Please ensure that each single page response includes:

- Tenderer's name;
- Copy of the specific Service-KPI data line to which the response refers.
- Q11.2 Procedures and processes you will put in place to collect performance data, manage contract KPIs and ensure that actual performance meets or exceeds minimum performance targets, including an Implementation Programme for setting up systems and identifying when actual measurement of KPIs will go live.
- Q11.3 Any further performance indicators (type and target levels) you would propose to collect in addition to those in the performance management schedule

#### Q12 Sustainability (10.0%)

#### Max 1,000 word response plus relevant diagrams and schedules

- Q12.1 Describe your strategy for promoting renewable resources and minimisation of waste within the contract, including:
  - Reduction, reuse, recycling
  - Management and disposal of waste
  - Energy management
- Q12.2 Describe the key measures and ongoing commitments that will be put in place within the contract to reduce carbon emissions
- Q12.3 Describe the value that your carbon reduction commitments will offer and how in turn this will assist the Authorities in realising their own commitment to reducing carbon emissions
- Q12.4 Provide evidence to support your sustainability proposals including:
  - Your conformance to relevant standards or certifications,
  - The adoption of carbon reduction programmes and their effect during the life of one or more of your previous contracts.

#### **EVALUATION OF QUALITY SUBMISSIONS**

#### 5 Marking Scheme and Weightings

5.1 Every section of Tenderers' Quality Submissions will be marked using the following marking system. Each response will be given a mark from 0 to 10 with the following meanings:

**Table 0.3.2** 

Assessment	Mark	Interpretation
Excellent	10	Exceeds the requirement.  Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
Very good	9	Satisfies the requirement with significant additional benefits.  Very effective demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
Good	8	Satisfies the requirement with minor additional benefits.  Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.
Quite good	7	Satisfies the requirement with very minor additional benefits.  Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies minor factors that demonstrate added value, with evidence to support the response.
Acceptable	6	Satisfies the requirement.  Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.
Very minor reservations	5	Satisfies the requirement with very minor reservations.  Some very minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.

Satisfies the requirement with minor reservations. Some minor reservations regarding how the Tenderer will meet Minor 4 this requirement by their allocation of skills and understanding. Reservations resources and quality measures, with limited evidence to support the response. Satisfies the requirement with moderate reservations. Some significant reservations regarding how the Tenderer will Moderate 3 meet this requirement by their allocation of skills and reservations understanding, resources and quality measures, with limited evidence to support the response. Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will Serious 2 meet this requirement by their allocation of skills and Reservations understanding, resources and quality measures, with little or no evidence to support the response. Satisfies the requirement with very serious reservations, or barely satisfies the requirement. Very serious Very considerable reservations regarding how the Tenderer will 1 reservations meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response. Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by 0 Unacceptable their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.

- 5.2 An overall score will be derived for each Tenderer by applying weightings to the marks awarded.
- 5.3 Table 0.3.1 provides an overview of weightings for tiers 1 and 2, that is, by Part and by Section. Tables 0.3.3 to 0.3.5 below set out the detailed weightings to be applied to individual Paragraphs within Sections, and the weightings of each Paragraph within the Quality Submission as a whole:

#### **Table 0.3.3**

Evalu	uation Weig	thting by Part, Section & Para (Tiers 1,2 &3)				
Section		Specific criteria	Para Weight of Scetion	Section Total	Weighting within Total	Weighting within Total
1	Corporate	rporate Resourses		100%	4.50%	
	1.1	Corporate management arrangements	50%			2.25%
	1.2	How these people will make a difference	50%			2.25%
2	Corprate S	Supply Chain Management		100%	4.50%	
	2.1	Sepcialist in-house Works and Services Divisions	50%			2.25%
	2.2	Key Subcontractors	50%			2.25%
3	Local Orga	anisation and Management Structure		100%	6.00%	
	3.1	Proposed local contract management, technical and	35%			2.10%
	3.2	Proposals for assigning personnel to key role, named people and CVs	35%			2.10%
	3.3	How local organisation will function	30%			1.80%
4		Mobilisation		100%	6.00%	
	4.1	Comprehensive mobilisation proposals to ensure seamless continutiy of service	35%			2.10%
	4.2	TUPE process, employee transfers and pensions	35%			2.10%
		Mobiliastion of vehicles and equipment	15%			0.90%
		Exit Strategy and orderly hand-over	15%			0.90%
5	IT Mobilisa	,		100%	4.50%	
	5.1	IT Mobilisation Project Plan for implementation of fully operational interfaces from day 1 of the Contract	60%			2.70%
	5.2	Risk mitigation measures for Key stages	20%			0.90%
	5.3	Evidence from provious implementations to support	20%			0.90%
6	Workforce	e management and Development		100%	4.50%	
		Workforce manangement and development proposals	30%			1.35%
	6.2	Proposals for managing the cultural transition	20%			0.90%
	6.3	Recruitment proposals	20%			0.90%
	6.4	Health and Safety training	30%			1.35%

#### **Table 0.3.4**

Evaluation Weighting by Part, Section & Para (Tiers 1,2 &3)							
Section		Specific criteria		Section Total	Weighting within Total		Weighting within Total
7	Metho	ds of Working (Service Management and Contract Admir	nistration	100%	6.00%		
	7.1	General approach and methodology for managing the contract and delivering contract objectives	10%				0.60%
	7.2	Proposals for receiving, scheduleing nad managing orders, pricing and invoicing	20%				1.20%
	7.3	Proposals for programming and executing works and services and delivering physical and information outputs	20%				1.20%
	7.4	Proposals for managing Health & Safety within the Contract	20%				1.20%
	7.5	Proposals for managing Quality within the Contract	15%				0.90%
	7.6	Proposals for implementing an Environmental  Management system within the Contract	15%				0.90%
8	Metho	ds of Working (Service delivery Statements)		100%	10.50%		
	8.1	Reactive Maintenance	30%				3.00%
	8.2	Programmed Works and Schemes	30%				3.00%
	8.3	Emergency Response	40%				4.50%
9	Service	Specific Method Statements		100%	10.50%		
	9.1	Reactive Maintenance	30%				3.00%
		Programmed Works and Schemes	30%				3.00%
	9.3 Emergency Response 40%					4.50%	
10		ner Care		100%	3.00%		
	10.1	Customer care, public relations and liaisons	50%				1.50%
	10.2	Consultation and development of user satisfaction measures	50%				1.50%

#### **Table 0.3.5**

Evaluation Weighting by Part, Section & Para (Tiers 1,2 &3)						
Section		Specific criteria		Section Total	Weighting within Total	Weighting within Total
11	Perfomance			100%	30.00%	
	11.1	For each and every one of the KPIs profile and rationale	60%			20.00%
	Procedures and processes you will put in place to 11.2 collect and manage KPI data and ensure that performance targets are met		25%			5.00%
	11.3	Any further preformance indicators (type and traget levels) you would propose to collect	15%			5.00%
12	Sustain	ability		100%	10.00%	
	12.1	Strategy for promoting renewable resources and minimisation of waste	25%			2.50%
	12.2 Key measures and ogoing commitments to reduce carbon emissions		25%			2.50%
	12.3 Value of carbon reduction commitments to the Authority		25%			2.50%
	12.4	Evidence to support sustainability proposals	25%			2.50%

<u>Note</u>: Under Q12.2, each Service-KPI will be assessed individually and the marks awarded for responses to Q12.2 will be weighted equally between all the Service-KPIs relevant to each Authority.

#### 6 Quality Evaluation Process

6.1 The response to each para will be given marks out of 10.

#### **Table 0.3.6**

Eva	aluation Weighting by Part, Section & Para (Tiers 1,2 &3)						Example o	f Weighting
Section		Specific criteria	Para Weight of Scetion	Section Total	Weighting within Total	Weighting within Total	Marks out of 10	Weighted Score%
1	Corpo	rate Resourses		100%	4.50%		Corporat	e Resourse
	1.1	Corporate management arrangements	50%			2.25%	6	0.135%
	1.2	How these people will make a difference	50%			2.25%	6	0.135%
2	2 Corprate Supply Chain Management			100%	4.50%		Corprate Supply Ch Management	
	2.1	Sepcialist in-house Works and Services Divisions	50%			2.25%	7	0.158%
	2.2	Key Subcontractors	50%			2.25%	6	0.135%
3	Local	Organisation and Management Structure		100%	6.00%		_	inisation and ent Structure
	3.1	Proposed local contract management, technical and contract administration structure and locations	35%			2.10%	8	0.168%
	3.2	Proposals for assigning personnel to key role, named people and CVs	35%			2.10%	8	0.168%
	3.3	How local organisation will function	30%			1.80%	7	0.126%

6.2 The score for each para is derived by multiplying the mark out of 10 by the weighting of the individual para. Thus a score of 6/10 for para 1.1 results in a weighted score of 0.900%.

$$6/10 \times 1.50\% = 0.900\%$$

- 6.3 If a tenderer scored 10/10 for every para, the sum of all their weighted scores would be 100.00%, since the sum of the para weightings is 100.00%.
- 6.4 The sum of all the weighted scores is therefore equal to the Tenderers Quality score out of 100.
- 6.5 These Initial Quality Scores are carried forward to the Quality + Price evaluation, see later.

#### REQUIREMENTS OF THE FINANCIAL SUBMISSION

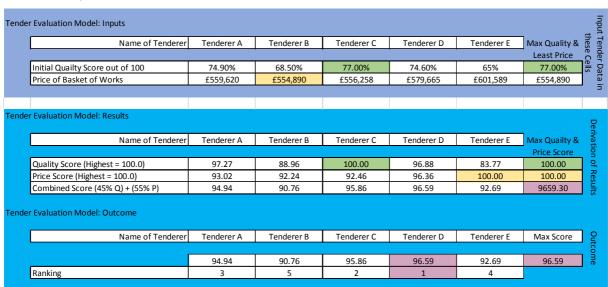
#### 7 Financial Submission

- 7.1 The financial submission comprises the following documents, fully completed by the Tenderer:
  - Form of Tender
  - Contract Data Part 2 including:
    - i. Annual Efficiency Discount
    - ii. Banding Adjustments
    - iii. Double-lot Discount
  - Priced Price Lists and Schedules of Rates (one for each Lot)

#### **EVALUATION OF FINANCIAL SUBMISSIONS**

#### 8 Financial Evaluation

- 8.1 Tenderers' Schedules of Rates, discounts and adjustments will be converted into comparable Prices by using a sample pricing method as described below to mark and evaluate the financial submissions.
- 8.2 "A Quantified baskets of works" will be created by compiling representative samples of Schedule of Rates items. The Authorities will assign quantities to achieve a balanced spread of quantities and items to reflect relative proportions of expenditure in a manner that they consider appropriate in order to fully evaluate the financial submissions in accordance with the methodology set out below.
- 8.3 Tenderers' Prices as submitted in their Schedules of Rates will be inserted in the Quantified Basket of Works to determine the basket of works and services baseline Price. The baseline Price for works and services will be assigned to years 1 to 4 inclusive;



#### **CHECKLIST OF TENDER DOCUMENTS TO RETURN**

Document	Volume Ref
The completed Form of Tender, including certificate of bona fide tendering	Volume 1
Insurance details	Vol 0.2, section 9
HMRC CIS Registration	Vol 0.2, section 9
Quality Submission Part A(i), Part B and Part C	Volume 0.3
Quality Submission Part A (ii) Q3 to Q7	Volume 0.3
Contract Data Part Two	Volume 1
Parent Company Guarantee	Volume 1 Appendix B
Priced Schedules of Rates	Volume 5



# Traffic Signals Term Service Contract 2016 Volume 1 SHROPSHIRE COUNCIL

## CONTRACT DATA PART 1 ADDITIONAL CONDITIONS OF CONTRACT

## Traffic Signals Term Service Contract 2016 Additional conditions of contract

## The Z clauses as referenced in the Contract Data Part 1

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	A.	ULE.	

For the purposes of tendering, if there are any contradictions between the terms of the contract (including these amendments) and the payment procedures set out in the Invitation to Tender and the appendices attached to that Invitation, the *Contractor* should adopt the payment procedures required in the Invitation to Tender and appendices.

Issue number	Document number	Date	Comment
ITT Final		18 Sep 2015	ITT issue

#### **ADDITIONAL CONDITIONS OF CONTRACT**

#### **Z CLAUSES**

#### **Contents**

Z1	Amendments to Core and Main Option clauses
Z2	Amendments to Secondary Option clauses
Z3	Not used
Z4	Extra identified and defined terms
Z5	Contractor's obligations
Z6	Exclusivity and work content
Z7	Employer Data
Z8	Best Value
Z9	Contractor's employees and personnel
Z10	Health and safety
Z11	Quality assurance
Z12	Equality and diversity
Z13	Intellectual property
Z14	Confidentiality
Z15	Data protection
Z16	Freedom of Information
Z17	Contractor to comply with special requirements in relation to statutory
217	bodies
Z18	Business continuity planning
Z19	TUPE "in"
Z20	Not used
Z21	Pensions
Z21 Z22	TUPE "out"
Z23	Exit Management Plan
Z24	End Date
Z25	Corrupt gifts and payments of commission
Z26	Audit and inspection
Z27	Local Government Ombudsman
Z28	Complaints about service provision
Z29	No partnership or agency
Z30	Publicity and media
Z31	Assignment
Z32	Collateral warranties
Z33	Employer training
Z34	CDM Regulations
Z35	Supply-chain initiatives
Z36	Public interest disclosure ("whistle blowing")
Z37	Human rights
Z38	Tax and National Insurance contributions
Z39	
	Value engineering Recovery of sums due from the Contractor
Z40	
Z41	ANO County Council as Regulatory Authority
Z42	Extending the service period
Z43	Responsibility for Statutory Undertakers

Clauses changed, added or deleted through Z1 and Z2 where they differ from the standard TSC.

Standard NEC TSC clause	Extra NEC TSC clause	Amended	Deleted	Deleted and replaced	New
	12.5				<b>Z</b> 1
	12.6				<b>Z</b> 1
	12.7				<b>Z</b> 1
	12.8				<b>Z</b> 1
13.1				<b>Z</b> 1	
26.3				<b>Z</b> 1	
	26.4				<b>Z</b> 1
	26.5				<b>Z</b> 1
50.4		<b>Z</b> 1			
60.1(1)		<b>Z</b> 1			
	71.1				<b>Z</b> 1
	71.2				<b>Z</b> 1
90.2		<b>Z</b> 1			
91.1		<b>Z</b> 1			
	91.8				<b>Z</b> 1
	91.9				<b>Z</b> 1
	91.10				<b>Z</b> 1
	92.3				<b>Z</b> 1
93.2		<b>Z</b> 1			
	W2.1(3)				<b>Z2</b>
X1.1 to X1.5				Z2	
X19.1(3)				Z2	
	X19.1(4)				<b>Z2</b>
X19.4		Z2			
X19.5				Z2	
	X19.13				Z2
X20.3				Z2	
X20.4			Z2		
X20.5				Z2	

#### Amendments Z1 to Core and **Main Option** clauses

Z1.1 The following amendments and additions are made to the Core and Main Option clauses:

#### Clause 12.5

Add new clause 12.5

This avoids the need to use "including without limitation" throughout

"The term "including" does not limit the breadth of the words which precede it and the ejusdem generis rule of legal construction does not apply to this contract."

#### Clause 12.6

Add new clause 12.6

This clarifies the responsibility for any implications of changes in the law

"The applicable law includes any statute, subordinate legislation, enforceable European community right and any statutory guidance, directions, determinations, or codes of practice having the force of law together with any amendment or modification to it."

#### Clause 12.7

Add new clause 12.7

This type of waiver clause is common in contracts

"If a Party

- fails to exercise or delays in exercising any right, power or remedy, this is not a waiver of that right, power or remedy, or
- exercises or partially exercises a right, power or remedy, this does not prevent a further exercise of that right, power or remedy."

#### Clause 12.8

Add new clause 12.8

This is a standard local authority clause.

"Nothing in this contract

- requires the Employer to do anything that is inconsistent with his statutory duties or obligations as a local authority or
- fetters the *Employer* in discharging his statutory functions."

#### Clause 13.1

Delete the existing clause 13.1

This means that verbal emergency instructions become valid instructions which the Contractor must follow.

Replace with

"Each instruction, certificate, submission, proposal, record, acceptance, notification, reply and other communication which this contract requires, except a verbal Task Order for emergency work and repairs, is communicated in a form which can be read, copied and recorded. Writing is in the language of this contract.

#### Clause 26.3

Delete the existing clause 26.3

Replace with

Automatic approval of NEC contracts removed because more checking on contracts required.

"The *Contractor* submits the proposed conditions of contract for each subcontract to the *Service Manager* for acceptance unless the *Service Manager* has agreed that no submission is required.

The *Contractor* does not appoint a Subcontractor on the proposed subcontract conditions submitted until the *Service Manager* has accepted them. A reason for not accepting them is that

- they will not allow the *Contractor* to Provide the Service,
- they do not include a statement that the parties to the subcontract shall act in a spirit of mutual trust and co-operation.
- they do not provide for any required collateral warranties.
- they include unacceptable termination provisions.
- they do not include the obligations on the Subcontractor that this contract requires are imposed on the Subcontractor,
- they do not secure similar rights of access for the *Employer*, his auditors or anyone with a statutory or other legal right to inspect or audit the *Employer* for the purpose of conducting any audit investigation of the contract similar to those applying to the *Contractor* or
- they do not include provisions having substantially the same effect as those applying to the Contractor under this contract."

The reasons have been substantially increased.

- First two bullets are standard TSC reasons.
- The remainder relate to special Z clauses and ensure the SM can check that these clauses are being complied with.

#### Clause 26.4

Add a new clause 26.4

This clause is a requirement of all public contracts under the Public Contracts Regulations 2015

"The Contractor does not appoint a Subcontractor or supplier if there are compulsory grounds for excluding the Subcontractor or supplier under regulation 57 of the Public Contracts Regulations 2015"

#### Clause 26.5

Add a new clause 26.5

"The *Contractor* includes in any subcontract awarded by him provisions requiring that

- payment due to the Subcontractor or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Contractor* to make earlier payment to the Subcontractor,
- invoices for payment submitted by the Subcontractor are considered and verified by the *Contractor* in a timely fashion,
- undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed and
- any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions."

This clause is a requirement of all public contracts under the Public Contracts Regulations 2015

#### Clause 50.4

This change is to enable the *Employer* to establish a payment process based on the *Contractor* applying for payment on completed work at any time.

## Clause 60.1(1)

This stops a value engineering proposal from being a compensation event.

Add new paragraph to the end of existing clause

"Details of the application for payment to be provided by the *Contractor* are stated in the Service Information."

Insert an extra new, first bullet

• "a change made in order to accept a value engineering proposal by the *Contractor*,"

6 of 35

Shropshire Council Traffic Signals Term Service Contract 2016

#### Clause 71 Add new clause heading 71

#### "Title 71"

#### Clause 71.1

Add new clause 71.1

This tidies up the question of ownership of Equipment and Plant and Materials

"Whatever title the *Contractor* has to Equipment passes to the *Employer* when payment for it is made by the *Employer*."

#### Clause 71.2 Add new clause 71.2

"Whatever title the *Contractor* has to Plant and Materials passes to the *Employer* 

- when payment for it is made by the *Employer* or
- when included in the Affected Property

whichever is the earlier."

#### Clause 90.2 Delete the existing Termination Table

Replace with

		TERMINATION	TABLE	
	Terminating Party	Reason	Procedure	Amount due
	The Employer	A reason other than R1 - R23	P1, P2 and P4	A1, A2 and A4
		R1 - R15, R18 or R22	P1, P2, P3 and P4	A1, A2 and A3
		R17 or R20	P1 and P4	A1 and A2
reasons ination tal	added to ble.	R21	P1, P3 and P4	A1 and A2
		R23	P1, P2, P3 and P4	A1, A2, A3 and A5
The Contractor		R1 - R10, R10A, R16 or R19	P1, P2 and P4	A1, A2 and A4
		R17 or R20	P1, P2 and P4	A1 and A2

#### Clause 91.1 Delete existing Reason 8, bullet 4 of second list

Replace with

Legal detail to avoid problems

Extra termin

"given notice of its intention to enter into administration, had an administrator appointed or had an administration order made against it (R8),"

Clause 91.1 Delete "or" from the end of Reason 9, bullet 5 of second list, and replace with a comma.

Clause 91.1 Delete full stop from the end of Reason 10, bullet 6 of second list, and replace with "or".

#### Clause 91.1 Add new Reason 10A, bullet 7 of second list

"become subject to any other any insolvency related procedure similar or equivalent to reasons R5 to R10 (R10A)."

#### Clause 91.8

Add new clause 91.8

Minimum levels and escalation procedure must be stated in Incentive Schedule

"The *Employer* may terminate for failing to meet minimum levels of performance as set out in the Incentive Schedule (R22)."

#### Clause 91.9

Add new clause 91.9

This allows termination for corrupt gifts and payments of commission under relevant Z clause.

"The Employer may terminate if

- the Contractor or anyone employed by him or a Subcontractor or anyone acting on the Contractor's or Subcontractor's behalf (whether without or with the knowledge of the Contractor or the Subcontractor) commits any offence under the Bribery Act 2010 or
- the Contractor breaches his obligations relating to bribes, gifts, considerations, financial advantages or payments of undisclosed commission.

(R23)."

#### **Clause 91.10**

Add new clause 91.10

A required termination event for any public procurement under these EU regulations

"The *Employer* may terminate the *Contractor's* obligation to Provide the Service if any of the provisions of paragraph 73(1) of The Public Contracts Regulations 2015 apply.

If the *Employer* terminates under the provisions of paragraph 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to Provide the Service.

If the *Employer* otherwise terminates under the provisions of paragraph 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of this contract."

#### Clause 92.3

Add new clause 92.3

A legal clarification.

"Termination of this contract is without prejudice to

- the rights and duties of each Party up to the date of termination,
- · any rights accrued to either Party at the date of termination and
- any terms of this contract that are intended to survive its termination."

#### Clause 93.2

#### Add new A5

This A5 clause added to recover against breaches of corrupt gifts and payments of commission

"A5 A deduction of an amount equal to the amount or value of any bribes, gifts, considerations, financial advantages or payments of undisclosed commission received by the *Contractor*."

#### Amendments Z2 to Secondary **Option** clauses

Z2.1

The following amendments and additions are made to the Secondary Option clauses:

#### **Option W2** Clause W2.1(3)

Add new clause W2.1(3)

This clause added to include a dispute escalation procedure into the dispute process.

"Subject to the rights of the Parties to refer a dispute to the Adjudicator at any time, the Parties agree that in the event of any dispute or difference arising between them in relation to this contract they will seek to resolve any such dispute or difference

- by agreement in accordance with the provisions of this contract and in particular in the spirit of clause 10.1 and
- through the use of the dispute resolution escalation procedure in the Service Information."

#### **Option X1**

Delete clauses X1.1 to X1.5 inclusive

Replace with new clauses

#### Clause X1.1

Add new clause X1.1

#### **Defined terms**

"(a) The Anniversary Date is the anniversary date unless later changed in accordance with this contract.

X1 modified to allow annual amendment to Price List for inflation. Index stated in Contract Data.

- (b) The Percentage Increase (P) is the value of the index, on the date as stated in the Contract Data, prior to the Anniversary Date given as a year on vear percentage.
- (c) The Price Adjustment Factor is the value (P/100)."

#### Clause X1.2

Add new clause X1.2

#### **Price** Adjustment **Factor**

"If a value of the index is changed after it has been used in calculating the new Prices in the Price List, the calculation is repeated and a correction included in the next assessment of the amount due."

#### Clause X1.3

Add new clause X1.3

#### Compensation events

"The change to the Prices for a compensation event is assessed using the Prices current at the time of the compensation event."

#### Clause X1.4

#### Add new clause X1.4

## Price adjustment

"On each Anniversary Date,

This removes the risk of negative inflation adjustment in any one year from the *Contractor*.

- if it is the first Anniversary Date or the Prices were adjusted the previous year
  - if Price Adjustment Factor is greater than or equal to 0, the Prices in the Price List are adjusted by multiplying the Prices by one plus the Price Adjustment Factor or
  - if Price Adjustment Factor less than 0, the Prices in the Price List are not adjusted

#### otherwise

- if the total of all the annual values of the Price Adjustment Factor since the Anniversary Date when the Prices were last adjusted is greater than or equal to 0, the Prices in the Price List are adjusted by multiplying the Prices by one plus the cumulative Price Adjustment Factor or
- if the total of all the annual values of the Price Adjustment Factor since the Anniversary Date when the Prices were last adjusted is less than 0, the Prices in the Price List are not adjusted."

### Option X19 Clause X19.1(3)

Delete clause X19.1(3)

This makes definition of completion more strict

Replace with

"Task Completion is when the *Contractor* has done all the work in the Task and corrected Defects in the Task."

#### Clause X19.1(4)

Add new clause X19.1(4)

Delete second paragraph

This means the Task Order in X17 is still the original instruction, given verbally.

"A Retrospective Task Order is the *Service Manager's* written confirmation of a Task Order for emergency work and repairs which was instructed verbally by him."

#### Clause X19.4

Replace with

This is to ensure the service period does not extend for all the service, but just for the work included in that Task. Obligations such as insurance and security extend just for that Task.

"If Task Completion is after the end of the *service period*, the *service period* is extended until Task Completion. During this extension to the *service period*, the *service* to be provided by the *Contractor* is only that needed for

- this Task and
- any other Task where the Task was not completed before the end of the original service period.

The Service Manager does not issue a Task Order during this extension to the service period."

#### Clause X19.5

Delete clause X19.5

Replace with

This avoids the need for a programme for small Tasks and or a retrospective programme for an emergency Task.

"The *Contractor* submits a Task Order programme to the *Service Manager* for acceptance within the period stated in the Contract Data unless

- the Task Order states that a Task Order programme is not required or
- the Task Order is a verbal Task Order for emergency works and repairs."

#### Clause X19.13

Add new clause X19.13 titled "Retrospective Task Order"

This provides the process to create a Retrospective Task Order for the verbal instruction.

"A Retrospective Task Order is issued when

- the emergency and repairs work verbal Task Order is complete and
- the Contractor has submitted to the Service Manager any outstanding details required by the Service Manager to complete the Retrospective Task Order."

#### Clause X20.3

Delete clause X20.3

Replace with

X20.3 change means that proposals are submitted once the records show it's going wrong – not when the *Contractor* thinks it is going to be.

"If the *Contractor's* performance against a Key Performance Indicator does not achieve the target stated in the Incentive Schedule, he submits to the *Service Manager* his proposals for improving performance."

#### Clause X20.4

Delete clause X20.4

#### Clause X20.5

Delete clause X20.5

X20.5 allows changes to the KPI by mutual agreement, because failure to achieve KPIs can lead to termination. Replace with

"The *Employer* may not add, delete or change a Key Performance Indicator except with the agreement of the *Contractor*."

Z3 Not used

## Other special Clauses

## Extra identified and defined terms

**Z**4

These additional definitions are used just in clause Z4 onwards

- Z4.1 "Best Value" means the functions of a best value authority in Part I of the Local Government Act 1999.
- Z4.2 "Business Continuity Plan" is a plan showing how the *Contractor* can continue to Provide the Service throughout the first week after any incident that disrupts the *Contractor's* normal operations including a fire or the loss of electrical power to the *Contractor's* or a Subcontractor's premises.
- Z4.3 "CDM Regulations" are the Construction (Design and Management) Regulations 2015.
- Z4.4 "Codes of Practice" is all relevant Codes of Practice and Guidance issued by the Information Commission or Ministry of Justice in relation to the DPA or FOIA including any Codes of Practice on the discharge of the functions of Public Authorities under Part 1 of the FOIA.
- 24.5 "Confidential Information" is any information which has been notified as confidential by either Party to the other or which ought to be considered as confidential (however it is communicated or on whatever media it is stored) including information relating to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, patents or copyright or other intellectual property rights, know-how, personnel, customers and suppliers of either Party and all Personal Data and sensitive personal data (within the meaning of the DPA).
- Z4.6 "Contract Manager" is the *Contractor's* contract manager.
- Z4.7 "Data Controller" has the meaning given in the DPA.
- Z4.8 "Data Subject" has the meaning given in the DPA.
- Z4.9 The "Directive" is the European Acquired Rights Directive 2001/23/EC.
- Z4.10 "DPA" is the Data Protection Act 1998.
- Z4.11 "Employee Liability Information" is such information as the *Employer* requests about the employees of the *Contractor* and Subcontractor who are Providing the Service and who may be the subject of a Relevant Transfer including information referred to in Regulation 11(2) of the TUPE Regulations.
- Z4.12 The "Employer Data" are all data, information, text, drawings, diagrams, images, records or sound embodied in any electronic or tangible medium which the *Employer* supplies or gives access to the *Contractor* under this contract or which the *Contractor* produces or obtains under this contract.
- Z4.13 The "End Date" is the earlier of the end of the *service period* or the termination date.
- Z4.14 "Environmental Information Regulations" means the Environmental Information Regulations 2004.

- Z4.15 "Equality and Diversity Legislation" is all European and UK Legislation preventing discrimination including discrimination on the basis of colour, nationality, ethnic or national origins, gender, marital or civil partnership status, maternity and pregnancy, sexual orientation, gender reassignment, religion or belief, age, disability, part time, fixed term or agency worker status, or any other protected characteristic.
- Z4.16 The "Exit Management Plan" is the Plan that specifies how the Parties will effect and assist each other to achieve an orderly professional and seamless cessation of the *service* on the End Date.
- Z4.17 "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to this legislation.
- Z4.18 "Incoming Contractor" is a person or organisation appointed by the *Employer* to provide services which are similar to the *service* following the End Date.
- Z4.19 "Incumbent Contractor" is a contractor providing a service equivalent to the service or part of the service immediately before the Initial Transfer Date.
- Z4.20 "Information" has the meaning given by section 84 of the FOIA.
- Z4.21 The "Initial Relevant Transfer" is the Relevant Transfer on or around the starting date.
- Z4.22 The "Initial Transfer Date" is the date any Transferring Employees transfer to the employment of the *Contractor* by the Initial Relevant Transfer.
- Z4.23 "Intellectual Property Rights" is all intellectual property rights including, patents, trademarks, designs, design rights, database rights, copyright, inventions, trade secrets, know-how and confidential information.
- Z4.24 "Personal Data" has the meaning given in the DPA.
- Z4.25 "Relevant Employees" are the persons who are or could potentially be the subject of a Relevant Transfer under this contract or any subcontract.
- Z4.26 "Relevant Transfer" is a transfer to which the TUPE Regulations apply as set out in Regulation 3 of TUPE.
- Z4.27 "Request for Information" has the meaning set out in FOIA and includes any apparent request for information under the FOIA or the Environmental Information Regulations.
- Z4.28 "ROA 1974" is the Rehabilitation of Offenders Act 1974.
- Z4.29 A "Small Business" is an organisation with less than fifty employees.
- Z4.30 A "Social Enterprise" is a business with primarily social objectives whose surpluses are principally reinvested for that purpose in the business or the community, rather than being driven by the need to maximise profit for shareholders and owners.

- Z4.31 A "Statutory Undertaker" is any person who has a statutory right or a right under a licence granted under any statute to place or maintain any apparatus (including any pipe, conduit, sewer, drain or tunnel) on, under or over the Affected Property or to inspect, adjust, repair, alter, renew, reposition or remove such apparatus.
- Z4.32 "Subject Access Request" has the meaning given in the DPA.
- The "Transferring Employees" are the employees of the Incumbent Z4.33 Contractor assigned to the organised grouping of resources or employees that is the subject of a Relevant Transfer
  - immediately before the Initial Transfer Date or
  - during the contract.
- The "Transferring Equipment" is the items of Equipment provided by the **Z4.34** Contractor for the Employer's use as stated in the Service Information or which is transferred on the End Date to the Employer or an Incoming Contractor in accordance with the Exit Management Plan.
- Z4.35 The "TUPE Regulations" are the Transfer of Undertakings (Protection of Employment) Regulations 2006.

#### Contractor's obligations

#### **Z**5

Z5.1 The Contractor does not receive any additional payment for performing these clauses Z5 to Z43.

#### **Exclusivity and** work content

### **Z**6

- Z6.1 This contract does not prevent the *Employer* doing or contracting for similar work with his own labour or Others within the Affected Property. Contractor has no claim for additional costs where the Employer does or contracts for similar work.
- The Employer does not use this clause as an alternative to termination. The **Z6.2** Service Manager continues to instruct work throughout the service period.
- Z6.3 The Employer gives no representations or warranties to the Contractor about the amount or value of work he will instruct the Contractor to do under this contract. Any indications of these amounts or values in the Service Information or other documentation about the service are estimates only.
- Z6.4 The Contractor has no claim for loss of profit or loss of business or otherwise if the service or any part of the service is less in amount or value or scope than anticipated.

#### **Employer Data Z**7

- - Z7.1 The Contractor acts as bailee of any Employer Data and stores it safely and separately from any data not relating to the service and in a manner which makes it readily identifiable as Employer Data.
  - Z7.2 The Contractor acknowledges that the Employer Data belongs solely to the Employer. The Contractor does not delete or remove any copyright notices contained in or relating to the Employer Data.

- Z7.3 The *Contractor* takes all steps necessary to ensure that he can restore or procure the restoration of the Employer Data if it is lost or corrupted. If the Employer Data is lost or corrupted and the *Employer* so requests the *Contractor* restores or procures the restoration of the Employer Data to its state immediately before the corruption or loss.
- Z7.4 Subject to the Intellectual Property Rights, ownership in all Employer Data including existing documents and the physical embodiments of designs relating to this contract, transfers from the *Contractor* to the *Employer* on the End Date. Following the End Date, the *Contractor* hands over all such Employer Data to the *Employer* immediately upon request.
- Z7.5 The Contractor ensures that the Employer is able to use any software necessary to access and use the Employer Data after the End Date. If the Service Manager so requires the Contractor enters into an escrow agreement in the standard form of National Computer Centre Limited (or such other industry standard body the Service Manager approves) to protect the Employer's access to any software in which the Contractor owns the Intellectual Property Rights.

#### Best Value Z8

- Z8.1 The *Contractor* throughout the *service period* but only to the extent of his obligations in this contract makes arrangements to secure a continuous improvement in the way the *Contractor* and his Subcontractors (if any) Provide the Service having regard to a combination of economy efficiency and effectiveness.
- Z8.2 If the *Employer* reasonably so requests the *Contractor* undertakes or refrains from undertaking any actions to enable the *Employer* to comply with Best Value including
  - supporting and assisting the Employer in meeting Best Value in the way the Contractor Provides the Service and
  - complying with requests from the Employers for information, data or other assistance to achieve Best Value.

## Contractor's employees and personnel

Z9.1

**Z9** 

- Z9.1 The *Contractor* submits to the *Service Manager* details of people who are to be employed by him and his Subcontractors in connection with the *service* and ensures that each such person has obtained and provided to the *Contractor* a check, of the most extensive kind available to them, from the Disclosure and Barring Service or equivalent checks from the countries of previous employment of that person. The details submitted include
  - a list of names and addresses,
  - the capacities in which they are employed,
  - any relevant criminal convictions of which the Contractor is aware, about an employee, Subcontractor or employee of a Subcontractor and
  - other information required by the Service Manager.
- Z9.2 The *Contractor* informs the *Service Manager* of any relevant criminal convictions of an employee, Subcontractor or employee of a Subcontractor used in Providing the Service of which the *Contractor* becomes aware during the *service period*.

Z9.3 If the nature of the *service* or Providing the Service means that any employee, Subcontractor or any employee of a Subcontractor is exempt from the restriction on disclosing spent convictions under Regulation 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 the

Contractor ensures that that employee or Subcontractor provides information in accordance with the ROA 1974 and the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 about any convictions which would otherwise be deemed to be spent.

- Z9.4 If the Service Manager so requires, the Contractor (at his own risk) removes any employee, Subcontractor or employee of a Subcontractor who has a criminal conviction from the Affected Property. This includes any relevant convictions which would otherwise be spent where the nature of the service or Providing the Service means that the employee is exempt from the restriction on disclosing spent convictions under Regulation 4(2) of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.
- Z9.5 The *Contractor* ensures that his and his Subcontractor's employees comply with the *Employer*'s reasonable requirements for identification, dress code, conduct and security whilst they are on the Affected Property.
- Z9.6 If the Employer requires passes to be issued, the Contractor gives a list of the names of the people for whom passes are required to the Service Manager. The Service Manager issues the passes to the Contractor. Each pass is returned to the Service Manager when the employee no longer requires access to the Affected Property or after the Service Manager has given notice that the employee is not to be admitted to the Affected Property
- Z9.7 The *Contractor* ensures that there is an adequate number of suitably skilled, experienced, qualified and competent employees Providing the Service. The *Contractor* does not relocate key persons to other work without the approval of the *Service Manager*.
- Z9.8 The *Contractor* appoints a Contract Manager to act for the *Contractor* in Providing the Service. The *Contractor* notifies the *Employer* not later than one month before the *starting date* of the name of the Contract Manager. The Contract Manager is a key person as stated in the Contract Data.
- Z9.9 Any communication given to the Contract Manager is given to the Contractor. The Contractor ensures that the Contract Manager or his delegate is available to meet the Service Manager at all reasonable times during the service period.
- Z9.10 The *Contractor* is not required to breach the DPA or any other applicable law, but the *Contractor* seeks all necessary consents to make the disclosures required by this contract.

#### Health and safety Z10

- Z10.1 The *Contractor* complies with all applicable health and safety law and regulations in Providing the Service.
- Z10.2 Before the *starting date* the *Contractor* notifies the *Employer* of the name of the person responsible for health and safety. When on premises owned or occupied by the *Employer*, the *Contractor* ensures that his and his Subcontractor's employees comply with the *Employer*'s general health and safety policy and with the lawful requirements of the *Service Manager*.

- Z10.3 The Service Manager may suspend the Providing of the Service or any part of the service if the Contractor
  - does not comply with health and safety legislation,
  - has not provided his health and safety policy to the Employer or
  - has not notified the Employer of the person responsible for health and safety.
- Z10.4 Following such suspension the *Contractor* does not Provide the Service or any part of the *service* until the *Service Manager* is satisfied that the *Contractor* has remedied the failure. An assessment of a compensation event does not include cost and time for the period of the suspension.
- Z10.5 In Providing the Service the *Contractor* adopts safe methods of work to protect the health, safety and welfare of
  - the Contractor's employees, agents, suppliers and Subcontractors,
  - his Subcontractor's employees and agents,
  - employees and agents of the Employer and
  - all other persons, including members of the public.
- Z10.6 The *Contractor* complies with the requirements of his own safety policy and safety codes of practices.
- Z10.7 The *Contractor* provides the information and documents the *Service Manager* requires as evidence of compliance with his own safety policy and applicable safety codes of practice. The *Contractor* maintains copies of all applicable law, codes of practice and working rules applicable to Providing the Service and permits his employees to use and refer to them.
- Z10.8 The Contractor informs the Service Manager as soon as he becomes aware of any prosecution, pending or likely prosecution or conviction of the Contractor, any of his employees, any Subcontractor or agent or any of the Subcontractor's employees or agents for any offence relating to health and safety. Following this notification the Contractor provides the Service Manager with whatever further information and documents the Service Manager requires.
- Z10.9 The *Contractor* permits the *Service Manager* without earlier notification and at any reasonable time
  - to enter and inspect any premises of the Contractor, his agents or Subcontractors used or to be used in Providing the Service and
  - to inspect any Equipment or Plant and Materials.

## Quality Z11 assurance

- Z11.1 The *Contractor* warrants that he has a documented quality assurance policy which covers the *service*.
- Z11.2 The *Contractor* operates or is able to demonstrate that he is working towards implementation of a verifiable quality system based on the principles in ISO 9001:2000, EN29000, European Foundation of Quality Management or other equivalent quality measures.
- Z11.3 The *Contractor* allows the *Employer* to inspect, check and audit his quality system at any time during the *service period* during normal office hours on reasonable prior notification.

Z11.4 The *Contractor* allows the *Service Manager* access at any time while the *Contractor* is Providing the Service to premises owned or occupied by the *Contractor* to examine, test or check any properties, Equipment, documentation or anything else used in Providing the Service.

Z11.5 The Contractor gives all reasonable assistance the Service Manager requires in carrying out quality assurance monitoring. The Contractor co-

operates with the *Service Manager* and permits him to test, take measurements, samples and photographs of any premises, Equipment or Plant and Materials used or proposed to be used in Providing the Service.

## Equality and diversity

Z12

Z12.1 The *Contractor* does not discriminate directly, indirectly or arising from a person's disability, or by way of victimisation or harassment, failure to make reasonable adjustments, against any person on grounds of colour, nationality, ethnic or national origins, gender, marital or civil partnership status, maternity and pregnancy, sexual orientation, gender reassignment, religion or belief, age, disability, part time, fixed term or agency worker status, or any other protected characteristic.

Z12.2 The *Contractor* recruits for each vacancy by a process that accords with good equality and diversity procedures and Equality and Diversity Legislation.

Z12.3 The *Contractor* establishes a procedure for recording and responding to incidents of discrimination and abuse on the basis of colour, nationality, ethnic or national origins, gender, marital or civil partnership status, maternity and pregnancy, sexual orientation, gender reassignment, religion or belief, age, disability, part time, fixed term or agency worker status, or any other protected characteristic.

Z12.4 In Providing the Service the Contractor observes Equality and Diversity Legislation and follows all relevant codes of good practice including those produced by the Equality and Human Rights Commission or its predecessors.

Z12.5 Where the Contractor, his Subcontractors, or any of his or their employees are required to Provide the Service on the Employer's premises or alongside the Employer's employees on any other premises, the Contractor complies with the Employer's employment policy and codes of practice relating to equality and diversity, copies of which are available from the Employer on request.

Z12.6 The *Contractor* monitors his workforce on the basis of ethnicity (which means groups of people classified as 'ethnic groups' in the most recent official census by the Office of National Statistics) gender, age, disability and/or such other bases as the *Employer* requires.

Z12.7 Where it appears to the Contractor in relation to particular work, that people of one social group or men, women or people with disabilities are underrepresented amongst the Contractor's or a Subcontractor's workforce compared to their representation in the Contractor's or Subcontractor's workforce generally or in the population as a whole or in the areas from which his or his Subcontractor's employees are normally recruited, the Contractor does the following to the extent appropriate and reasonably practicable

- places and uses job advertisements to reach people of those social groups, of that gender or with disabilities and to encourage their
- uses employment agencies and careers offices in areas where members of those social groups, of that gender or with disabilities live and work.
- promotes recruitment and training schemes for school-leavers and/or unemployed people intended to reach members of those social groups, of that gender or with disabilities and
- provides appropriate training and encouragement of employees from those social groups, of that gender or with disabilities to apply for promotion or transfer to do work in which people from those social groups, men, women or people with disabilities (as applicable) are under-represented.
- Z12.8 The Contractor submits a report to the Employer demonstrating his compliance with the equality and diversity requirements of this contract at least two weeks before the starting date and on each anniversary of the starting date. The Contractor also provides any additional information as the Employer reasonably requires to assess the Contractor's compliance with the equality and diversity requirements of this contract.

#### Z12.9 The Contractor

- makes full use of the services and funding provided to construction sector employers by
  - the agencies named by the Service Manager,
  - Job Centre Plus.

applications,

- the Learning and Skills Council,
- the Construction Industry Training Board and
- construction training providers or
- follows the recruitment procedures as detailed in the targeted recruitment and training obligations if they are included in this contract.
- Z12.10 The *Contractor* notifies the *Service Manager* as soon as he becomes aware of any investigation of or proceedings brought against the *Contractor* or any Subcontractor under Equality and Diversity Legislation.
- Z12.11 Where there is a finding against the Contractor or a Subcontractor in any investigation conducted or proceedings brought under Equality and Diversity Legislation as a direct or indirect result of any act or omission of the Contractor, a Subcontractor, or any of his or their employees, any costs incurred by the Employer (including any payment the Employer is ordered or required to pay to a third party) are at the Contractor's risk.
- Z12.12 Where any investigation is undertaken by a person or proceedings are instituted under Equality and Diversity Legislation relating to the *Contractor* or a Subcontractor Providing the Service, the *Contractor* 
  - provides any information the Employer requests in the timescale specified in the request,
  - attends any meetings the Service Manager requires and procures that his and any Subcontractor's employees involved in the investigation or proceedings also do so,
  - promptly gives the Service Manager access to and allows him to investigate any documents or data the Service Manager deems relevant,

- allows any of his employees to appear as witness in any ensuing proceedings and procures that Subcontractors allow their employees to do so and
- co-operates fully and promptly with the person or body conducting the investigation.

## Intellectual property

- Z13.1 Each Party retains Intellectual Property Rights in all designs (if any) and other documents he prepares for this contract.
- Z13.2 As beneficial owner each Party grants to the other an irrevocable, non-exclusive, royalty-free licence (including the right to grant sub-licences) to copy, use, adapt and modify all designs and documents he makes available in connection with this contract. The Party granting the licence ensures that it is supported by such rights from third parties as necessary to allow the grant of such licence.
- Z13.3 Each Party providing a design or other document in connection with this contract bears the risk that he infringes the Intellectual Property Rights of a third party.

#### Confidentiality 2

#### Z14

**Z13** 

#### Z14.1 Each Party

- keeps confidential all Confidential Information belonging to the other Party and in doing so uses the same degree of care that he uses for his own confidential information,
- does not, without the other Party's written consent, disclose that Party's Confidential Information other than to his employees, agents, suppliers and Subcontractors involved in Providing the Service and who need to know the Confidential Information in order to do so and
- uses the other Party's Confidential Information solely in connection with Providing the Service and not for his own benefit or the benefit of any third party.
- Z14.2 A Party may disclose Confidential Information if and to the extent that the disclosure is lawful, not otherwise in breach of this contract and
  - the information is already in the public domain through no fault of that Party.
  - the Party making the disclosure receives the information from a third party who lawfully acquires it and who is under no obligation restricting its disclosure,
  - the Party making the disclosure independently develops the information without access to any Confidential Information belonging to the other,
  - the Party making the disclosure is required to do so by law or any court order or regulatory or governmental body to which he is subject,
  - the information is disclosed to his professional advisers or to the Adjudicator,
  - the Party to whom the information is Confidential Information has given written consent,
  - the disclosure is to enable that Party's accounts to be audited or
  - the disclosure is made by the *Employer* to an actual or potential Incoming Contractor.

#### Z14.3 Each Party

- makes all persons to whom he discloses Confidential Information as permitted by this contract aware of the confidentiality of that Confidential Information.
- when disclosing Confidential Information as permitted by this contract, to the extent legally possible, imposes the same duty of confidentiality on the person to whom the disclosure is made to that in this contract and
- takes all steps necessary to ensure those persons keep such Confidential Information confidential.
- Z14.4 Each Party may use data processing techniques, ideas or know-how gained in Providing the Service to further his normal business, to the extent that this does not involve disclosing the other Party's Confidential Information or infringing the other Party's Intellectual Property Rights.

#### Data protection Z15

- Z15.1 The *Contractor* complies (as a Data Controller if necessary) with the DPA in relation to any Personal Data the *Contractor* holds in relation to this contract. This includes
  - observing the eight data protection principles listed in Part 1 of Schedule 1 to the DPA,
  - responding to requests from Data Subjects for access to that Personal Data and
  - maintaining a valid and up to date notification to the Information Commissioner under Part II of the DPA which covers all processing of such Personal Data it undertakes under this contract.

#### Z15.2 The Contractor

- ensures that he does nothing which places the Employer in breach of the Employer's obligations under the DPA.
- at least seven days before the starting date inspects the terms of the Employer's notification to the Information Commissioner under the DPA,
- processes Personal Data owned or controlled by the Employer only as instructed by the Employer,
- in all respects co-operates with the Employer so as to enable the Employer to comply with his obligations under the DPA and
- promptly implements any further steps which the Employer requires to ensure compliance with the DPA.
- Z15.3 If the Employer notifies the Contractor that the Employer has received a Subject Access Request the Contractor provides all Personal Data in his possession relating to that Data Subject as requested by the Employer within the timescale specified by the Employer and in any event within one week of such a request being made.

#### Z15.4 The Contractor

- only processes Personal Data obtained in Providing the Service where it is reasonably required in connection with Providing the Service.
- processes Personal Data only in accordance with the requirements of this contract and the lawful and reasonable instructions of the Employer unless the Contractor is properly of the opinion that to act on such instructions would be unlawful,

- does not disclose such Personal Data to any third party other than in accordance with the DPA and the Contractor's notification to the Information Commissioner, where required by the DPA obtains the consent of Data Subjects to the disclosure of any Personal Data under this contract.
- does not transfer any Personal Data outside the European Economic Area and
- complies fully with all applicable Codes of Practice.

#### Z15.5 The Contractor

- brings into effect and maintains all technical and organisational measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure the reliability of staff having access to the Personal Data,
- provides the Employer with such information as the Employer requires to satisfy himself that the Contractor is complying with his obligations under the DPA including a copy of the Contractor's notification under the DPA and
- ensures that each agent, supplier or Subcontractor to the Contractor complies with the DPA and that the terms of the contract with them requires them to do so in similar terms to the requirements placed on the Contractor under this contract.
- Z15.6 If the *Contractor* becomes aware that he or any of his employees, agents, suppliers or Subcontractors is processing or has processed Personal Data in contravention of this contract the *Contractor* notifies the *Service Manager* of this within three days with full details of the contravention.
- Z15.7 The *Contractor* co-operates and provides reasonable assistance with any proceedings or inquiry by the *Employer*, any affected Data Subject and/or the Information Commission or other statutory body responsible for enforcing the DPA.
- Z15.8 On the request of the *Employer* at any time after the End Date the *Contractor* either returns to the *Employer* or destroys the Personal Data (and all copies of such Personal Data) in the *Contractor*'s or a Subcontractor's possession as directed by the *Employer*.

## Freedom of Z16 information

- Z16.1 The Contractor acknowledges that the Employer is subject to the FOIA and the Environmental Information Regulations. The Contractor assists and cooperates with the Employer and ensures that his Subcontractors and agents do so to enable the Employer to comply with the Employer's Information disclosure requirements under the FOIA and the Environmental Information Regulations.
- Z16.2 The Contractor ensures that he and his Subcontractors
  - transfer any Request for Information received to the Employer as soon as practicable after its receipt and in any event within two working days.
  - do not respond directly to any Requests for Information unless expressly authorised to do so by the *Employer*;
  - provide the Employer with a copy of all Information in their possession, power or control in the form that the Employer requires within five working days (or such other period as the Employer specifies) of the Employer requesting that information

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- provide all assistance the *Employer* reasonably requests to enable the *Employer* to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- Z16.3 The *Contractor* acknowledges that the *Employer* is responsible for determining, at his absolute discretion (having regard to the Codes of Practice)
  - whether any information is exempt from disclosure under the FOIA,
  - in the case of a qualified exemption whether the public interest in disclosing the information is outweighed by the public interest in maintaining the exemption and
  - whether any information is to be disclosed in response to a Request for Information.
- 216.4 If the *Contractor* considers that all or any Confidential Information provided to the *Employer* under this contract is a "trade secret" under section 43(1) of FOIA, or a duty of confidentiality applies under section 41(1) of the FOIA, or is otherwise exempt from disclosure under the FOIA, the *Contractor* ensures that the relevant information and the claimed exemption is clearly identified as such to the *Employer*. Despite such identification, the *Employer* determines at his absolute discretion whether such Information and/or any other information is exempt from disclosure or is to be disclosed in response to a Request for Information.
- Z16.5 Where the *Employer* receives a Request for Information relating to any Confidential Information, the *Employer* (unless the *Employer* has decided not to disclose that information either because the FOIA does not apply or because it is exempt from disclosure under the FOIA) where reasonably practicable
  - notifies the Contractor of that Request for Information in accordance with Part VII of the Code of Practice issue by the Secretary of State under section 45 of the FOIA and
  - considers any representations made by Contractor before disclosing that Confidential Information under the FOIA.
- Z16.6 The *Contractor* acknowledges that the *Employer* may, acting in accordance with the Code of Practice, be obliged under the Codes of Practice, the FOIA, or the Environmental Information Regulations to disclose Information
  - without consulting with the Contractor or
  - following consultation with the Contractor and having considered his views.
- Z16.7 If the *Employer* decides to disclose any Confidential Information under the FOIA, he shall use all reasonable endeavours to notify the *Contractor* of this decision before making the disclosure.
- Z16.8 Where the *Contractor* holds information on behalf of the *Employer* the *Contractor* 
  - has regard to the Codes of Practice issued under section 46 of the FOIA.
  - complies with any practice recommendation issued to him under section 48 of the FOIA and
  - complies with any retention and destruction of information policy which the *Employer* notifies to the *Contractor*.

#### Z16.9 The Contractor

- ensures that all Information produced under this contract or relating to the contract is retained for disclosure and
- permits the Employer to inspect such information during normal working hours as the *Employer* requires.

#### Contractor to Z17 comply with special requirements in relation to statutory bodies

Z17.1 The Contractor complies with the special requirements as set out in the Service Information in relation to the organisations as set out in the Service Information. Compliance with the special requirements does not relieve the Contractor of any of his other obligations and liabilities under the contract and compliance by the Contractor with his other obligations and liabilities under the contract does not relieve him of his responsibility to comply with the special requirements.

#### **Business Z18** continuity planning

- Z18.1 Within four weeks of the Contract Date the Contractor submits a draft Business Continuity Plan.
- Z18.2 The Business Continuity Plan shows
  - which services the *Contractor* in Providing the Service provides that must continue within the first week following an incident that disrupts his normal operations,
  - the minimum number of people. Equipment and Plant and Materials (including employees, accommodation, IT, telephones etc.) needed to continue to Provide the Service.
  - details of key personnel (whether or not key persons) and their role in an emergency,
  - a register of all employees used in Providing the Service under the Business Continuity Plan with contact details (to be kept by the Contractor for emergency purposes) and
  - any other information required by the Service Information.
- Z18.3 If the Service Manager does not accept the Business Continuity Plan, he notifies the Contractor and specifies those areas that require revision. The Contractor submits a revised plan within the period for reply and continues to do so until the Business Continuity Plan is accepted by the Service Manager. A reason for not accepting a Business Continuity Plan is that
  - the Contractor's plans are not practicable,
  - it does not show the information which this contract requires,
  - it does not represent the *Contractor's* plans realistically,
  - it does not comply with the Service Information or
  - it does not continue the Provision of the Service.

TUPE "in" Z19

Z19.1 The *Contractor* pays all remuneration, benefits, entitlements and outgoings for Transferring Employees from and including the Initial Transfer Date or (where appropriate) the date of any subsequent Relevant Transfer to the *Contractor*. This includes all wages, holiday pay, bonuses, commission, PAYE payments, national insurance contributions and pension contributions.

- Z19.2 If before a Relevant Transfer the Transferring Employees are
  - employed by the *Employer*, the *Employer* provides the information referred to in regulation 11(2) of the TUPE Regulations or
  - employed by an Incumbent Contractor, the Employer does not provide any information about the Transferring Employees and the Contractor applies to the Incumbent Contractor for the Employee Liability Information.
- Z19.3 Within two weeks of a request from the *Employer* the *Contractor* provides full information about any measures (within the meaning of the TUPE Regulations and the Directive) that the *Contractor* intends to take in relation to any Transferring Employee. The *Contractor* provides this information to the *Employer* and any Incumbent Contractor employing the Transferring Employees before the date of the Relevant Transfer. The *Contractor* bears the risk of any failure to provide this information.
- Z19.4 The *Contractor* bears the risk of any claim or demand (even if arising before the Initial Transfer Date) from
  - any Relevant Employee in connection with the employment or termination of the employment of such Relevant Employee which arises from any act, fault or omission of the *Contractor* in relation to that Relevant Employee on or after the Initial Transfer Date,
  - any trade union or staff association or employee representative (whether or not recognised by the *Contractor* in respect of the Relevant Employees) arising from or connected with any failure by the *Contractor* to comply with any legal obligation to that trade union, staff association or employee representative (whether under Regulation 13 of the TUPE Regulations, under the Directive or otherwise) or
  - any Relevant Employee that the identity of the Contractor or a Subcontractor is to that Relevant Employee's detriment or that the terms and conditions to be provided by or any proposed measures of the Contractor or Subcontractor are to that Relevant Employee's detriment.

Not used Z20 Not used

Pensions Z21

Z21.1 The *Contractor* complies with the Pension Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.

TUPE "out" Z22

Z22.1 On each Relevant Transfer, the *Contractor* complies with all of his obligations under the TUPE Regulations and the Directive in respect of all Relevant Employees affected by that Relevant Transfer.

- Z22.2 Within three weeks of a request of the Service Manager, the Contractor provides full and accurate Employee Liability Information about all personnel he and his Subcontractors employ in Providing the Service including all Relevant Employees and personnel dismissed for a reason connected with a Relevant Transfer. The Contractor bears the risk of any inaccuracy in that Employee Liability Information.
- Z22.3 The *Contractor* authorises the *Employer* to use any of the Employee Liability Information as the *Employer* considers necessary for the purposes of his business or for informing any Incoming Contractor or tenderer for any services which are similar to the *service* or any part of the *service*.
- Z22.4 During the 52 weeks before the end of the *service period* or after one Party has notified the other Party he is terminating this contract
  - the Contractor allows the Employer or any other persons whose names the Service Manager notifies to the Contractor to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Service Manager requests,
  - the *Contractor* does not and procures his Subcontractors do not (in each case) without the prior written consent of the *Employer* 
    - vary or purport or promise to vary the terms and conditions of employment of any employee employed in Providing the Service,
    - increase or decrease the number of employees employed in used in Providing the Service.
    - assign, replace or redeploy any employee used in Providing the Service to other duties unconnected with the *service* or
    - terminate or give notice to terminate the employment of any employee employed in Providing the Service other than for gross misconduct or retirement and
  - the Contractor notifies the Service Manager immediately if any employee employed in Providing the Service
    - · is dismissed for gross misconduct,
    - gives notice to terminate their employment,
    - has their employment terminated for any reason or
    - has a material change to their terms and conditions of employment.
- Z22.5 The *Contractor* bears the risk of all direct, indirect or consequential liability, loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the *Employer* or any Incoming Contractor arising out of the employment or termination of employment of any employee of the *Contractor* or a Subcontractor during any period before the End Date.
- Z22.6 The Contractor imposes in each contract with a Subcontractor the same TUPE and pension terms (or terms materially to the same effect) as those imposed on him under this contract and ensures that the Subcontractor complies with those terms. The Contractor bears the risk of any failure by the Subcontractor to comply with those terms.

Z22.7 The Contractor pays all remuneration, benefits entitlements and outgoings for the Relevant Employees who are the subject of a Relevant Transfer on the End Date up to the End Date. This includes all wages, holiday pay, bonuses, commission PAYE payments, national insurance contributions and pension contributions.

#### Exit Management Z23 Plan

- Z23.1 Within 26 weeks of the Contract Date, the Contractor submits the Exit Management Plan to the Service Manager. The Service Information sets out the requirements for the Exit Management Plan.
- 723.2 Within two weeks of the Contractor submitting the Exit Management Plan for acceptance, the Service Manager either accepts it or notifies the Contractor of his reasons for not accepting it and specifies those areas that require revision. A reason for not accepting an Exit Management Plan is that
  - the Contractor's plans are not practicable,
  - it does not show the information which this contract requires.
  - it does not represent the Contractor's plans realistically or
  - it does not comply with the Service Information.
- Z23.3 The Contractor submits a revised Exit Management Plan within the period for reply after the Service Manager has instructed him to and continues to do so until the Exit Management Plan is accepted by the Service Manager.
- Z23.4 The Service Manager and the Contractor review the Exit Management Plan on an annual basis to ensure that it reflects changes in the service and how the service is provided. The Contractor submits any amendments that he proposes for the Exit Management Plan. If these are accepted by the Service Manager, the Contractor amends the Exit Management Plan accordingly.
- Z23.5 On the End Date the Parties implement the Exit Management Plan.

#### End Date

#### **Z24**

- Z24.1 On the End Date the Contractor
  - returns any equipment provided by the *Employer* to the *Employer* or transfers it to an Incoming Contractor in accordance with the Exit Management Plan and
  - transfers any Transferring Equipment with full title guarantee and free of encumbrances to the Employer or to an Incoming Contractor in accordance with the Exit Management Plan.
- Z24.2 The Contractor executes and delivers to the Employer or Incoming Contractor all consents and other documents as the Employer reasonably requires
  - to complete the transfer of ownership in the Transferring Equipment
  - to return to the *Employer* (or Incoming Contractor as set out in the Exit Management Plan) the equipment provided by the *Employer* to the Contractor.

Risk in the Transferring Equipment and the equipment provided by the Employer passes to the Employer or Incoming Contractor when the transfer of ownership is completed.

- Z24.3 The Contractor transfers to the Employer or Incoming Contractor the benefit and burden of any subcontract or any other contract related to Providing the Service, in accordance with the Exit Management Plan. The Contractor enters into any novation agreement the *Employer* requires for this purpose. The Contractor and the Employer send a letter to each third party concerned with each such subcontract or contract in a form agreed between them (each acting reasonably). The letter provides for the assignment or novation (as required by the Employer) of that subcontract or contract from the Contractor to the Employer or Incoming Contractor as set out in the Exit Management Plan.
- Z24.4 If the consent of any third party is required to the assignment or novation of a subcontract or other contract related to Providing the Service and has not been obtained at or before the End Date
  - the Employer or Incoming Contractor (as set out in the Exit Management Plan) and the Contractor each use all reasonable endeavours to obtain that consent as soon as possible after the End Date.
  - the Contractor acts in connection with the subcontract or contract as the Employer or Incoming Contractor reasonably requests and, to the extent permitted by applicable law, receives and holds the benefit of the subcontract or contract as agent for the Employer or Incoming Contractor and
  - the Employer performs, observes and fulfils or procures that the Incoming Contractor performs, observes and fulfils all the Contractor's obligations under to the subcontract or contract after the End Date, and bears the risk of any failure to do so.

#### Z24.5 The Contractor

- bears the risk of any breach, act, fault or omission of the Contractor or a Subcontractor in relation to any subcontract before the End Date and
- warrants to the Employer for the benefit of the Employer and Incoming Contractor at the End Date (except as the Contractor notifies the Employer and Incoming Contractor in writing on or before the End Date) that
  - the Contractor has not given or received notice of any material breach or of termination of any subcontracts and
  - the Contractor is not in breach any subcontracts (other than any breach which is minor and capable of remedy without cost).

#### Corrupt gifts and payments of commission

**Z25** 

- Z25.1 The Contractor does not, and ensures that his employees, Subcontractors and his Subcontractors' employees do not
  - commit any offence under the Bribery Act 2010,
  - commit any offence under legislation creating offences in respect of fraudulent acts.

- offer, give or agree to give any bribe, gift, consideration or financial or other advantage to any employee of the *Employer* as an inducement or reward for
  - doing or not doing or for having done or not done any act in relation to the obtaining or execution of this or any other contract with the *Employer* or
  - showing or not showing favour or disfavour to any person in relation to this or any other contract with the *Employer*,
- enter into this or any other contract with the *Employer* in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge unless before the contract is made particulars of any commission and of the terms and conditions of any agreement for the payment of the commission are disclosed to the *Employer* or fail to terminate a subcontract when instructed to do so by the *Service Manager* because of a corrupt gift or commission given or offered by the Subcontractor.
- Z25.2 The *Contractor* maintains adequate procedures to prevent a breach of the Bribery Act 2010 or any of his obligations under this clause.
- Z25.3 In each subcontract, the *Contractor* incorporates obligations which entitle the *Contractor* to terminate that subcontract because of a bribe, gift, consideration, commission or financial or other advantage given by or offered by the subcontractor. Those obligations are similar to those applying to the *Contractor* under this contract. If a Subcontractor breaches those obligations and the *Service Manager* so instructs, the *Contractor* 
  - terminates the subcontract and bears the risk of such termination and
  - pays to the *Employer* an amount equal to the value of any corrupt gift or consideration paid by the Subcontractor to the *Contractor*.
- Z25.4 The *Employer* may expel the *Contractor* from the Affected Property and terminate the *Contractor's* obligation to Provide the Service immediately if
  - the Contractor or anyone employed by him or a Subcontractor or anyone acting on the Contractor's or Subcontractor's behalf (whether without or with the knowledge of the Contractor or the Subcontractor) commits any offence under the Bribery Act 2010 or
  - the Contractor breaches his obligations under this clause.

## Audit and Z26 inspection

- Z26.1 The *Contractor* provides all facilities and allows the *Employer*, his auditors, or anyone with a statutory or other legal right to inspect or audit the *Employer* full access to conduct any audit investigation of the contract. This includes access to
  - all premises owned or occupied by the Contractor,
  - all documents in the possession, custody or control of the Contractor used in Providing the Service,
  - all technology, resources, systems and procedures used or to be used in Providing the Service and
  - the Contractor's employees, Subcontractors, the Subcontractors' employees and key persons who are Providing the Service.

Z26.2 Throughout the service period and the 6 years following the End Date

- the Contractor gives the Service Manager or any member of the Employer's internal audit team or external auditors immediate access to, permission to copy and remove any copies of, and if the Employer reasonably instructs, permission to remove the originals, of
  - any books, records and information in the possession or under the control of the *Contractor* or any Subcontractor which in any way relate to the service or
  - any such data and any such information stored on the *Contractor's* or a Subcontractor's computer system and
- the Contractor does not and procures that his Subcontractors do not destroy any such books, records or information without the approval of the Service Manager.

#### Local Government Ombudsman

**Z27** 

- Z27.1 The *Contractor* fully co-operates with any enquiry or investigation by the Local Government Ombudsman or the *Employer* which in any way concerns, affects or relates to the *service*. This includes providing access to
  - the originals or copies of documents, letters, notes, minutes, records or any other information (whether held or stored electronically, in hard copy format or otherwise) which relate to the investigation.
  - premises, vehicles, plant, equipment (including IT hardware and software) or other assets used by the Contractor Providing the Service and
  - the Contractor's employees Providing the Service (including management or supervisory staff) or who may be the subject of, or be named in any enquiry or investigation by the Local Government Ombudsman (including providing suitable facilities for interviewing the employees).
- Z27.2 The Contractor pays to the Employer the whole or an appropriate part of any compensation paid or the value of any other benefit given by the Employer to any person following a report or investigation by the Local Government Ombudsman which clearly identifies the Contractor or any Subcontractor as being wholly or partly responsible for any maladministration or other failure and recommends compensation to be paid.
- Z27.3 If the *Contractor* disputes the amount of any compensation paid or the value of any benefit given by the *Employer* following a Local Government Ombudsman report or investigation the assessment of that amount or value is referred to the dispute resolution escalation procedure in the Service Information.

## Complaints about service provision

Z28

Z28.1 The *Contractor* deals with any complaints received from whatever source in a prompt, courteous and efficient manner and in accordance with the *Employer's* service standards for complaints as set out in the Service Information.

Z28.2 The *Contractor* keeps a record of all complaints received and of the action taken in relation to such complaints. This record is kept available for inspection by the *Service Manager* at all reasonable times. The *Contractor* notifies the *Service Manager* of all complaints received and of all steps taken in response to them in accordance with the Service Information.

Z28.3 Where compensation is payable to a complainant, the procedure and amount will be determined as set out in the Service Information.

## No partnership or agency

#### **Z29**

- Z29.1 This contract does not create a legal partnership or joint venture between the Parties.
- Z29.2 This contract does not make either Party the agent of the other or give either Party any authority or power to contract in the name of or create a liability against the other Party except where it states otherwise.

## Publicity and media

## Z30

- Z30.1 The *Contractor* does not, and ensures that Subcontractors do not, give information concerning the *service* for publication in the press or on radio, television, screen or any other medium without the consent of the *Service Manager* (or following the End Date the *Employer*).
- Z30.2 The *Contractor* does not, and ensures that Subcontractors do not, take photographs of the Affected Property or of work carried out in connection with the *service* unless he has obtained the approval of the *Service Manager* (or following the End Date the *Employer*).
- Z30.3 The *Contractor* takes the measures needed to prevent his and his Subcontractor's people taking, publishing or otherwise circulating such photographs.

#### Assignment Z31

Z31.1

The *Contractor* does not assign this contract without the written consent of the *Employer*.

## Collateral warranties

#### al Z32

Z32.1 The *Contractor* enters into or obtains from his Subcontractors the collateral warranty agreements as stated in the Service Information.

#### Employer training Z33

Z33.1

The *Contractor* ensures that if and when so instructed by the *Service Manager* people employed by the *Contractor* and Subcontractors in Providing the Service attend training sessions provided by the *Employer*.

#### CDM Regulations Z34

Z34.1 If the *Contractor* is named as the principal designer in respect of the *services*, he

- warrants that he has the skills, knowledge, experience and organisational capability to act as the principal designer under the CDM Regulations in a manner that secures the health and safety of any person affected by those services and
- performs all the functions and obligations required to be performed by the principal designer under the CDM Regulations.

Z34.2 If the Contractor is named as the principal contractor in respect of the services, he

- warrants that he has the skills, knowledge, experience and organisational capability to act as the principal contractor under the CDM Regulations in a manner that secures the health and safety of any person affected by those services and
- performs all the functions and obligations required to be performed by the principal contractor under the CDM Regulations.

#### Supply-chain initiatives

**Z35** 

Z35.1 The Contractor uses reasonable endeavours to provide opportunities for Small Businesses and Social Enterprises.

#### Public interest disclosure ("whistle blowing")

**Z36** 

Z36.1 The Contractor ensures that his employees, Subcontractors and his Subcontractors' employees

- are made aware of the Employer's policy "Speaking Up About Wrongdoing" and
- have the details of this policy are fully explained to them.

The Contractor provides evidence of this if the Service Manager instructs him to

#### **Human rights** Z37

Z37.1

The Contractor where appropriate takes account of the Human Rights Act 1998 and does not do anything in breach of it.

#### Tax and National Insurance contributions

**Z37** 

Z37.1 This contract falls within the scope of the Construction Industry Scheme Regulations. If the Contractor (a Subcontractor under the Scheme) does not hold a valid Inland Revenue Subcontractor Tax Certificate (CIS5 or CIS6) and is not a local authority or other public body exempt from holding such a certificate

- the Contractor identifies separately the cost of labour in his invoices and applications for payment and
- the Employer deducts payment in accordance with the requirements of the Construction Industry Scheme.

#### Value engineering

**Z38** 

Z38.1

The Contractor may at any time during the service period submit to the Service Manager written proposals to change the Service Information which. in the Contractor's opinion, will significantly reduce the cost of the service or the cost of maintenance.

Any proposal clearly states it is submitted for consideration under this clause. It includes a detailed quotation, for consideration by the Employer, setting out the amount to which the Contractor may be entitled on the basis that he and the Employer share equally the relevant savings as determined in accordance with clause 63 (Assessing compensation events).

Z38.2 A proposal is only valid for the *period for reply* after it has been submitted.

#### Z39.3 Quotations for proposed savings comprise

- proposed changes to the Prices including details of his assessment of the savings and
- a revised plan for acceptance showing the changes caused only by the proposal if the proposal requires any changes to the Accepted Plan.

#### Z39.4 If the Employer accepts a proposal, the Service Manager

- gives an instruction to the Contractor which changes the Service Information,
- changes the Prices and any Task Completion Dates in accordance with the proposal and
- accepts the revised plan.

#### Recovery of Z40 sums due from the Contractor

Z40.1 When under the contract any sum of money is recoverable from or payable by the Contractor this sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time later may become due to the Contractor under the contract or any other contract with the Employer.

#### Shropshire Council as Regulatory Authority

#### **Z41**

Z41.1 Shropshire Council as a regulatory authority and as Employer under the contract are separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.

> Where statutory consents must be obtained from Shropshire Council in its capacity as a regulatory authority, the Contractor is responsible for obtaining these and paying fees. Shropshire Council's appointment of the Contractor and any instruction under the contract does not constitute statutory approval or consent.

> An action by Shropshire Council as a regulatory authority is not in its capacity as *Employer* and is not a compensation event.

#### Extending the service period

#### **Z42**

#### Z42.1 The service period is extended as stated in the Contract Data if

- the Employer has notified the Contractor no less than 48 (fortyeight) weeks before the end of the service period of his proposal to extend the service period under the terms and conditions of this contract and
- the Contractor has, within two weeks of the Employer's notification,
  - accepted the Employer's proposal and
  - provided unqualified acceptance that he and the Employer are bound by the terms and conditions of this contract.
- Z42.2 Neither Party has any redress or claim against the other if the service period is not extended.

#### Responsibility for Z43 Statutory **Undertakers**

#### Z43.1 The Contractor

- at no cost to the Employer, ensures the Statutory Undertaker's compliance with any agreement or arrangement entered into with the Statutory Undertaker to enable the Contractor to Provide the Service and
- bears the risk of all direct, indirect or consequential liability, loss. damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Employer arising out of loss or damage caused to a Statutory Undertaker either under or in connection with any agreement or arrangement with the Statutory Undertaker to enable the Contractor to Provide the Service or as a result of the Contractor Providing the Service however it arises including but not limited to the negligence or default of the Contractor.

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#### APPENDIX A. – SERVICE LEVEL TABLE

The amounts of low service damages paid by the *Contractor* in accordance with Option X17 are as stated below.

No.	Service Level	Low service damages for failure to achieve service level
1.	There is a breach of contract as a result of which the Employer incurs any expense or costs	Any direct losses or costs incurred by the Employer.
2.	All work done as stated in permissions under the Highway Management Act	Amounts payable by the Employer under the Highways Management Act arising from the Contractor Providing the Service.
3.	Compensation is recommended by the Local Government Ombudsman to be payable to any third party for the carrying out of the Services	Compensation paid on the recommendation of the Local Government Ombudsman.
4.	A Defect is not corrected within the time required by the contract	Cost as stated in clause 42.1 plus an additional 10% for administration costs.

#### APPENDIX B. – FORM OF PARENT COMPANY GUARANTEE

## THIS GUARANTEE is made the day of BETWEEN

1	Ultimate Parent	[ ] (company no [ ]) whose
	Company:	registered office is at [ ]
2	Employer:	Shropshire Council, Shirehall, Abbey Foregate Shrewsbury, Shropshire, SY2 6ND

#### **RECITALS**

Α	The Employer has er	The Employer has entered into a contract dated [				
	[ ] ("the Con	tractor") whose registere	ed office is at [ ] to			
	carry out and comple	ete [the works	] for a price, as defined in			
	the Contract, of [	] pounds, [£	] in accordance with the Contract			
	No [ ].		-			

B Under the terms of the Contract, the Contractor is required to procure a guarantee to be given by its ultimate parent company for the due performance of all the Contractor's obligations or liabilities under the Contract

#### **OPERATIVE PROVISIONS**

- 1. Unless the context otherwise requires words and expressions in this Guarantee have the same meaning as set out in the Contract. Definitions contained in the Recitals shall take effect as if set out in the operative clauses hereof.
- 2. We [name of Ultimate Parent Company] as the ultimate parent company and guarantor (hereinafter referred to as "the Guarantor") of [name company number and address of Contractor] guarantee unconditionally and irrevocably as a primary obligation to the Employer and not as a surety that the Contractor shall perform all of his obligations or liabilities contained in and in accordance with the Contract.
- 3. If the Contractor shall fail to so perform any of his obligations under the Contract or any of his liabilities arising out of or in connection with the same, the Guarantor shall forthwith perform such obligations or liabilities on the same terms or conditions as contained in the Contract or cause a third party acceptable to the Employer to so perform such obligations or liabilities on the same terms and conditions, the due or forthwith performance of which the Guarantor shall guarantee by virtue of this Guarantee as if such third party were the Contractor. For the avoidance of doubt the Guarantor shall be liable in damages to the Employer in respect of loss caused by breaches of the Contract.
- 4. The variation, amendment, extension or suspension of the Contract or the giving of time by the Employer or any negligence or forbearance by the Employer in enforcing its obligations either under the Contract or under this Guarantee or any other indulgence, concession or arrangement granted, made or entered into by the Employer shall not in any way prejudice the Guarantor's obligations under this

Guarantee to the Employer, in whole or in part, pursuant to the terms thereof.

- 5. The Guarantor hereby authorises the Contractor and the Employer to make any amendment or variation to the Contract, the due performance of which amendment or variation shall be likewise guaranteed in accordance with the terms of this Guarantee.
- 6. The rights and liabilities of the Guarantor under this Guarantee shall be co-extensive with the rights and liabilities of the Contractor under the Contract save as provided for by clause 10 below. For such purposes the terms and conditions of the Contract are deemed to be incorporated within this Guarantee.
- 7. The Employer may assign the benefit of this Guarantee without the prior written consent of the Guarantor provided that this Guarantee may only be assigned to an assignee who takes an assignment of the Employer's benefits accruing under the Contract. The Guarantor shall not assign or part with any interest hereunder whatsoever.
- 8. Any notice or other communication required under this Guarantee shall be given in writing and shall be deemed to have been properly given if compliance is made with Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).
- 9. No person who is not a party to this Guarantee shall have a right to enforce any term of the Guarantee by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 10. The Guarantee shall come into force on the day it is dated. This Guarantee shall apply to all works and services performed by the Contractor in connection with the Contract whether performed before of after the date hereof and shall continue in effect until all the obligations and liabilities of the Contractor under or in connection with the Contract have been performed and complied with and notwithstanding any change in the shareholding by the Guarantor in the Contractor but in any event this Guarantee shall expire in full not later than 12 years after the Guarantee comes into force.
- 11. This Guarantee is subject to English law and the jurisdiction of the English Courts.

Delivered as a deed on the date of this document.

Executed under the common seal of [the Parent Company] in the presence of
---

Director

Director/Secretary

The corporate seal of the Employer is affixed and is authenticated by:

[	] (Print name of authorised signatory)
Signature	

Authorised by Shropshire Council



## Traffic Signals Term Service Contract 2016 Volume 1 SHROPSHIRE COUNCIL

**CONTRACT DATA PART 1** 

ITT Final

Date: 17 Sept 2015

### **CONTRACT DATA PART 1**

**Traffic Signals Term Service Contract 2016** 

Issue number	Document number	Date	Comment
ITT Final 1		17 Sep 2015	ITT tender issue

ITT Final Date: 17 Sept 2015 Volume 1 Contract Data Part 1

#### CONTRACT DATA

#### Part one – Data provided by the Employer

## Statements given in all contracts

1. General

- The conditions of contract are the core clauses and the clauses for main Option A, dispute resolution Option W2 and secondary Options X1, X4, X17, X19, X20, Y(UK)2, Y(UK)3 and Z of the NEC3 Term Service Contract April 2013.
- The service is includes
  - general maintenance of Traffic Signals and pedestrian controlled crossings together with other specified minor electrical equipment.
  - traffic signal schemes covering both new installations and refurbishments of existing sites.
  - full maintenance repair / replacement / new installation and management of all the electronic signs and selected CCTV Systems across the county and
  - full maintenance repair / replacement / new installation and management of all associated communications covering all assets within the contract.

A detailed description of the *service* is given in the Service Information.

• The Employer is

Name Shropshire Council

Address Shirehall

Abbey Foregate Shrewsbury SY2 6ND

• The Service Manager is

Name

as representative for Shropshire Council

Address Shirehall

Abbey Foregate Shrewsbury SY2 6ND

The Adjudicator is

Name Appointed in accordance with Option W2

Address Not applicable

ITT Final Date: 17 Sept 2015 Volume 1 Contract Data Part 1

 For routine and cyclic maintenance work, the *principal designer* appointed by the *Employer* under the Construction (Design and Management) Regulations 2015 is

Name: Mouchel

2<sup>nd</sup> Floor, Shirehall Abbey Foregate Shrewsbury SY2 6ND

- For non-routine and non-cyclic maintenance work, and call-out works, the *principal designer* appointed by the *Employer* under the Construction (Design and Management) Regulations 2015 is the *Contractor*.
- The principal contractor appointed by the Employer under the Construction (Design and Management) Regulations 2015 is the Contractor
- The Affected Property is the whole of the Employer's stock of traffic signal and pedestrian controlled crossings together with other specified minor electrical equipment.
- The Service Information is volumes 2, 3 and 4 attached to this contract.
- The language of this contract is English.
- The law of the contract is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.
- The period for reply to a communication is 2 (two) weeks.
- The Adjudicator nominating body is the President of the Royal Institution of Chartered Surveyors.
- The tribunal is arbitration.
- The following matters will be included in the Risk Register.

There are no matters identified to be included in the Risk Register.

- 3. Time The starting date is 1st April 2016
  - The *service period* is for a period of 4 (four) years, with the possibility of three 12 month extensions at the option of the *Employer*, as detailed in the contract and the Incentive Schedule.
- 5. Payment •
- The assessment interval is one calendar month.
  - The currency of this contract is the GBP £ sterling.
  - The *interest rate* is 5% per annum above the base rate from time to time at the Bank of England.
- 8. Risks and insurance
- The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is £5,000,000 (five million pounds).

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> The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is £5,000,000 (five million pounds) with no limit to the number of events.

- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is £10,000,000 (ten million pounds) or the statutory requirement whichever is the greater.
- If an insurance policy contains any excess amount the following levels will be permitted
  - for insurance risks relating to loss of or damage to the Employer's property, Plant and Materials, an excess limit of £5,000 and
  - for all other insurance risks included in the Insurance Table, an excess limit of £2,500. An excess limit over £2,500 will not be approved.

#### Optional statements If the tribunal is arbitration

- The arbitration procedure is the Institution of Civil Engineers Arbitration Procedure (2012) or any amendment or modification to it, in force when the arbitrator is appointed.
- The place where the arbitration is to be held is to be agreed between the Parties or decided by the President for the time being of the Institution of Civil Engineers or his nominee if agreement is not reached.
- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the arbitration procedure does not state who selects an arbitrator

is the President for the time being of the Institution of Civil Engineers or his nominee.

#### If no plan is identified in part two of the Contract Data

 The Contractor submits a first plan for acceptance within 2 (two) weeks of the Contract Date.

#### If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due.

The period for payment is 28 days after the date of the *Contractor's* invoice following the date when payment is due.

#### If there are additional Employer's risks

There are no additional Employer's risks.

#### If the *Employer* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the Employer for the replacement cost.

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## If the *Employer* is to provide any of the insurances stated in the Insurance Table

• The *Employer* is providing no insurances from the Insurance Table.

#### If additional insurances are to be provided

- The Employer provides no additional insurances.
- The Contractor provides these additional insurances
  - 1. Insurance against loss of or damage to equipment provided by the *Employer*.

Cover/indemnity is full replacement cost until the equipment is returned to the *Employer* – as stated in the Service Information.

There will be an excess limit of £2,500, and an excess limit over £2,500 will not be approved.

#### If the specific training and recruitment levels are undertaken by the

- The percentage of Person–weeks to be delivered by trainees / apprentices is as stated in Part 2 of the Contract Data.
- The work placement opportunities to be made available is as stated in Part 2 of the Contract Data.

#### If Option A is used

• The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than three calendar months.

#### If Option X1 is used

• The proportions used to calculate the Price Adjustment Factor are

0.55	linked to the index for	Electrical - Labour
0.20		Electrical - Materials
0.20		Equipment
0.05		DERV
0.00	non-adjustable	
1.00	<del></del>	

If the *Employer* requires, or the *Contractor* commits to, any recruitment and training levels, statements to state this will be added in Contract Data Parts 1 and/or 2

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The base date for indices is the 1st April 2016.

- The indices are those prepared by the Department for Business, Enterprise and Regulatory Reform and known as the 'Monthly bulletin of indices for the price adjustment formulae for construction contracts'.
  - The Electrical Labour index is the Index of 'Specialist Engineering Series 3 (1990 = 100)' 3/E1 Electrical Labour.
  - The Electrical Materials index is the Index of 'Specialist Engineering Series 3 (1990 = 100)' – 3/E2 Electrical - Materials.
  - The index for plant and road vehicles (NEC Equipment) is the Index of 'Civil Engineering 1990 Series' – Plant and Road Vehicles.
  - The index for DERV (fuel for plant and road vehicles) is the Index of 'Civil Engineering 1990 Series' – DERV Fuel.
- The anniversary date is each anniversary of the base date.
- The value of the *index* used in calculating the inflation changes is the value reported for the December preceding the relevant *anniversary date*.

#### If Option X17 is used

• The *service level table* is in the document attached to this contract entitled "Service Level (low service damages) Table".

#### If Option X19 is used

- The Contractor submits a Task Order programme to the Service Manager
  - within a period as stated in the Task Order or
  - if no period is stated in the Task Order, within 14 (fourteen) days of receiving the Task Order.

#### If Option X20 is used (but not if Option X12 is also used)

- The *incentive schedule* for Key Performance Indicators is in the Performance Management schedules, volume 6, attached to this contract.
- A report of performance against each Key Performance Indicator is provided at intervals of ... months as stated in the Incentive Schedule.

#### If Option Y(UK)3 is used

term person or organisation

There are no terms, persons or organisations stated in this Contract Data.

All excluded

#### If Option Z is used

• The additional conditions of contract are in the document headed "Additional conditions of contract" attached to this contract.



## Traffic Signals Term Service Contract 2016 Volume 1 SHROPSHIRE COUNCIL

**CONTRACT DATA PART 2** 

ITT Final

Date: 17 Sept 2015

### **CONTRACT DATA PART 2**

**Traffic Signals Term Service Contract 2016** 

Issue number	Document number	Date	Comment
ITT Final 1		17 Sep 2015	ITT tender issue

ITT Final Date: 17 Sept 2015 Volume 1 Contract Data Part 2

#### **CONTRACT DATA**

#### Part two – Data provided by the *Contractor*

Statements given in	•	The	Contractor is	
all contracts		Nan	ne	[to add]
		Add	ress	[to add]
		Tel Fax		[to add] [to add]
	•	The	direct fee perce	ntage is xx%
	•	The	subcontracted f	ee percentage is xx%
	•	The	key persons are	e to include at least the following:
		Qua	ntract Manager ality manager safety officer	
		(1)	Name Job Responsibilities Qualifications Experience	[to add]
		(2)	Name Job Responsibilities Qualifications Experience	
		(3)	Name Job Responsibilities Qualifications Experience	
		(4)	Name Job Responsibilities Qualifications Experience	
		(5)	Name Job Responsibilities Qualifications Experience	

Volume 1 Contract Data Part 2

	The following matters will be included in the Risk Register
Optional statements	If the <i>Contractor</i> is to provide Service Information for his plan
	The Service Information for the <i>Contractor's</i> plan is in
	The Contractor's method statement and responses to the quality questionnaire is in
	If a plan is identified in the Contract Data
	The plan identified in the Contract Data is
	If the Contractor is undertaking specific training and recruitment levels
Employer requires, or the ractor commits to, any	• The percentage of Person–weeks to be delivered by Trainees is %
itment and training levels, ments to state this will be d in Contract Data Parts 1 or 2	• The work placement opportunities to be made available are the equivalent of % of the Person-weeks required to complete all of the <i>service</i> (including that delivered by Subcontractors).
	If Option A, C or E is used
	The price list is

If the *Employer* requires, or the Contractor commits to, any recruitment and training levels, statements to state this will be added in Contract Data Parts 1 and/or 2

If Option A or C is used

# West and Shires Permit Scheme

Version 1.3 - General Release

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## 1 Introduction

- 1.1.1.1 The West and Shires Permit Scheme ("the WaSP scheme") has been developed under the powers provided in Part 3 of the Traffic Management Act 2004 ("TMA") and the *Traffic Management Permit Schemes (England) regulations 2007*, Statutory Instrument 2007 No. 3372 ("the Regulations") made on 28 November 2007. It is a permit scheme for the purposes of Section 32(1) of the TMA.
- 1.1.1.2 In preparing this permit scheme, the highway authorities have had regard to the guidance issued by the Secretary of State and the Department for Transport contained in the Statutory Guidance for Permits (March 2008), the Permit Schemes Additional Guidance (January 2013), the Permit Fees Guidance (March 2008) and the Code of Practice for Permits (March 2008).
- 1.1.1.3 The highway authorities in preparing this scheme have also had particular regard to the requirements of Part 5a (in particular Section 49(a)) of the Disability Discrimination Act 1995 and associated codes of practice.
- 1.1.1.4 The WaSP scheme replaces the current 'noticing' system under the New Roads and Street Works Act 1991 ("NRSWA") for works taking place on the highway. The WaSP scheme allows those participating authorities ("Permit Authority") to better manage activities on the highway and minimise disruption and inconvenience.
- 1.1.1.5 The WaSP scheme requires an activity promoter to apply for a permit in order to 'book' time on the highway. The Permit Authority issues permits with conditions attached to better focus the activity in terms of reducing the impact of road users and other stakeholder; this might be in relation to the timing of the works, the traffic management and methodology or any other factor that is deemed important. Equally the Permit Authority can refuse to issue a permit if it feels the planning or the detail of the application is insufficient. The WaSP scheme allows the Permit Authority to recoup the cost of coordinating and managing the activity by charging for issuing a permit.
- 1.1.1.6 As required by Regulation 4(c), under the WaSP scheme, activities for both the statutory undertaker and the highway authority are treated similarly in terms of coordination and the setting of conditions. The Permit Authority will operate in a manner that demonstrates parity between applicants at all times and those departments dealing with permits and coordination will be separated from other highways activities.
- 1.1.1.7 Provisions of NRSWA that have been disapplied and modified in respect of the WaSP scheme are set out in appendix B. Activities by undertakers licensed under Section 50 of NRSWA do not require permits and such activities will continue to be subject to those requirements of NRSWA as set out in *The Street Works* (Registers, Notices, Directions and Designations) (England) regulations 2007 and the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters, and as subsequently amended.
- 1.1.1.8 The WaSP scheme authority making the application to the Secretary of State under Regulation 3(1) to run this permit scheme will ensure that a full consultation in relation to the scheme was carried out which includes those stakeholders that are set out in Regulation 3.
- 1.1.1.9 The WaSP scheme will be reviewed annually by all participating authorities. A glossary of terms is provided in Appendix A.

# 2 Principals of a permit scheme

## 2.1 Managing the network

- 2.1.1.1 Any activity on the highway has the potential to cause inconvenience to vehicular traffic, pedestrians, cyclists and others. They may also cause inconvenience for residents and business. Where the activity affects traffic flows directly there is the likelihood of congestion and disruption.
- 2.1.1.2 Effective coordination and management of the highway requires reliable and timely information being communicated and enables differences between those competing for space or time in the street to be resolved in a positive and constructive way. In addition, efficient design of an activity on the highway will significantly mitigate the potential disruption of that activity.
- 2.1.1.3 Permits provide the basis for this with the requirement to manage the applications from utility and highway works in a proactive manner, which are the two activities that often have the greatest effect on traffic and disruption.
- 2.1.1.4 Section 59 of NRSWA places a duty on the street authority to coordinate works of all kinds on the highway. Of equal importance is the parallel duty under Section 60 on undertakers to cooperate in this process.
- 2.1.1.5 The Traffic Management Act 2004 and the associated regulations widen the Section 59 coordination duty to include other prescribed activities that involve temporary occupation or use of road space and incorporates any activities included in a Permit Scheme. In addition, Section 16 of the TMA introduces a network management duty on the traffic authority and requires them to secure the expeditious movement o traffic on their network, and facilitate the movement of traffic on the networks of their neighbouring authorities.

## 2.2 Operational purpose of the Permit Scheme

- 2.2.1.1 The WaSP scheme takes into consideration these statutory duties placed on the permit authorities and in particular aims to benefit a number of areas that are important for delivery of the participating WaSP scheme authority's local transport plans, including:
  - coordination of activities on the highway through better active management of the road network
  - environmental benefits stemming from the reductions in disruption and congestion and improvements in material usage
  - long term maintenance of the highway pavement asset
  - public health benefits from greater control over pollution and environmental impacts as well as safe working practices
  - incident response and improved information to the travelling public
  - public transport benefits which come from more structures and coherent stakeholder engagement at all stages of an activity's life
  - improved asset management
- 2.2.1.2 The WaSP scheme is a 'common scheme', allowing other authorities in the West Midlands and surrounding areas to use it as framework; a single set of rules upon which each participating authority can apply independently on their own roads to encourage consistency as far as practical whilst recognising the need for local discretion and regional differences.

- 2.2.1.3 The WaSP scheme will achieve significant savings for the undertakers and promoters using common methodology and the sharing of practical knowledge and expertise. The operating authorities will form working groups to ensure a proactive, consistent and practical approach to exploring ways to reduce the impact of highways activities, while helping initiatives to facilitate economic growth.
- 2.2.1.4 The WaSP scheme is not intended to be bureaucratic, and an important consideration in its operation is ensuring that those activities that are important to the economic growth of UK plc such as major civil or telecoms/digital infrastructure projects and major events are treated and managed in a way that benefits all stakeholders. This will ensure the safety of the activity on the highway, the quality of workmanship and network assurance while not unreasonably delaying these activities from taking place. To this end:
  - fee levels have been developed by each individual WaSP scheme authority that are considered proportionate to the significance of the street and the likely amount of work required to effectively coordinate and manage activities on that street in their scheme area. These are provided in each participating authority's Addendum to this scheme (chapter 18).
  - discounts are available for those promoters that are able to deliver work in a proactive way to lessen the impact of their activities, for instance through collaboration or innovation
  - there will be a flexible approach to works management including 'early starts' and in particular the scheduling and delivery of major schemes
  - the scheme uses standardised model conditions as developed by the National Permit Forum to assist promoters identify and use these to best effect through a common and consistent approach
  - WaSP scheme authority's aim to adopt recommended operational approaches as directed in National Permit Advice Notes
  - a WaSP scheme Operational Guidance document has been developed as part
    of the scheme to provide further guidance and clarification and best practice
    on many elements of the scheme's day-to-day operation. This document a
    'live' document and the intention is that over time it will be adapted and added
    to in order to offer clear advice and agreements reached.
- 2.2.1.5 The WaSP scheme authorities will actively promote a cultural step change in attitudes from other departments within their authority that play an important role in the overall network assurance, by:
  - working closely with an authority's own highways contractors to improve working practices and ensure high quality of information and comprehensive planning processes
  - forming network management teams to bring together the coordination of all highways activities including for instance events and highways operations
  - greater engagement with Development Control and Planning departments to bring in their structures and processes to the forward planning process to ensure better coordination and delivery of their activities that affect the highway
  - closer working with other divisions for instance environmental health, parks and the environment, parking, parish and town councils
- 2.2.1.6 The WaSP scheme authorities will actively promote a cultural step change in attitudes from statutory undertakers. To this end:
  - substantial 'informal' consultation has been undertaken in the manner of permit forums which included representatives from West Midlands Highway Authority

and Utility Committee (HAUC) and statutory undertakers, neighbouring authorities, local politicians and advice from a specialist consultancy to help all stakeholders understand the schemes intentions and to enable key stakeholders to objectively consider the application and delivery of the scheme. Open discussions have very much lead the direction many elements of the scheme design have taken and concerns raised by all parties have been openly discussed

- sharing of information and discussions has itself informed the development of WaSP scheme Operational Guidance and decisions about training methods for both activity promoters and the permit authorities
- it is anticipated that regular meetings will be held between the statutory undertakers and the WaSP scheme permit authorities to discuss matters of operational performance and explore practical ways of undertaking essential works, exploring innovative methods of working and reducing disruption
- 2.2.1.7 Principals engrained in NRSWA and TMA are that effective permit scheme objectives must include provisions
  - to ensure safety
  - to minimise inconvenience to people using a street, including a specific reference to people with a disability
  - to protect the structure of the street and the integrity of the apparatus in it.
- 2.2.1.8 In addition *The Traffic Management (Guidance on Intervention Criteria) (England)*Order 2007 sets out what the Secretary of State would take into account in determining whether or not a local traffic authority is performing its network management duties. This includes
  - co-ordinating and planning works and known events
  - ensuring parity with others, by applying the same standard or approaches to an authority's own works as to those of other works promoters

## 2.3 Key scheme objectives

- 2.3.1.1 The scheme's primary objectives are:
  - to increase the efficient running of the highway network by minimising the disruption and inconvenience caused by road works and other highway events and activities through proactive management of activities on the highway
  - to improve the quality and timeliness of information received from all activity promoters to increase and improve the publicly available data for integration into the Council-wide travel information
  - to encourage a proactive approach to planning and undertaking of works on the highway from promoters and thus lessen the impact of activities on road users
  - to protect the structure of the street and the integrity of the apparatus in it
  - to ensure safety of those using the street and those working on activities that fall under the Scheme, with particular emphasis on people with disabilities
  - to ensure parity of treatment for all activity promoters particularly between statutory undertakers and highway authority works and activities
- 2.3.1.2 The successful performance of the Scheme will bring a number of subsidiary benefits. These include:
  - maximising the safe and efficient use of road space
  - providing reliable journey times

- improving the resilience of the network
- minimising inconvenience to all road users
- improving public satisfaction

## 2.4 Measuring the objectives

- 2.4.1.1 The Statutory Guidance for Permits indicates that aspects of the scheme objectives should be measurable while Regulation 4(d) requires the Permit Authority to describe how they will evaluate the scheme.
- 2.4.1.2 Chapter 14 sets out in more detail the metrics that will be used to measure how the scheme is performing. These are based on the Operational Measures and Key Performance Indicators listed below.
- 2.4.1.3 KPIs and Operational Measures will be published monthly by each individual Permit Authority and will be made available in a raw format (without additional analysis) on their website and at performance and coordination meetings.
- 2.4.1.4 An annual report will be produced either by each individual Permit Authority, or as a group, where the annual KPIs and Operational Measures will be analysed more fully to evaluate the scheme.

## 2.4.2 Key Performance Indicators

- 2.4.2.1 Regulation 40 requires the scheme to show parity of treatments for all types of activity promoters.
- 2.4.2.2 Equality and parity of treatment will be measured through Key Performance Indicators. The *Code of Practice for Permits* requires that a permitting scheme must use at least four of the seven given performance indicators, of which KPI 1 & 2 are mandatory.
- 2.4.2.3 Parity of treatment will be demonstrated through
  - KPI 1 The number of permit and permit variation applications received, the number granted and the number refused
  - KPI 2 The number of conditions applied by condition type
  - KPI 3 The number of approved extensions
  - KPI 4 The number of occurrences of reducing the application period ('early start' requests)
- 2.4.2.4 In order to show that the permit authorities are operating the scheme in a fair and equitable way each, those departments responsible for examining and granting permits will be separated from the highway activities of the authority.

## 2.4.3 Operational measures

- 2.4.3.1 Operational measures are performance reports that can be used to provide comparative measures of the WaSP scheme and allow discussion on whether the scheme objectives have been met. The evaluation will allow comparison between authorities operating the scheme as well as against the previous year data, and baseline data from prior to the introduction of the WaSP scheme. The reports will show
  - number of overrun incidents
  - average works durations
  - number of days of reduced occupation
  - number of collaborative works and the days of saved occupation

- the number of refused permits by refusal reason
- number of permit cancellations
- number of first time permanent reinstatements
- site safety
- permit condition inspection results
- 2.4.3.2 Permit authorities may include their own performance monitoring measures as part of their local political, community or departmental requirements.
- 2.4.3.3 The operational measures detailed in this document are 'draft' metrics. This will allow them to be changed as new reporting tools or more consistent methods of analysis across the industry are developed by the WaSP scheme Operational Groups, the street works software suppliers, the DfT or the National KPI working party.

## 2.4.4 Working groups

- 2.4.4.1 The permit scheme authorities will establish an Operational Board to oversee the operation of the permit scheme. An Operational Group will also be formed between permit authorities, statutory undertakers and other stakeholders to enable discussion and evaluation of the scheme objectives.
- 2.4.4.2 Smaller working groups will be created when there is a need to consider specific issues arising from the day-to-day operation of the permit scheme and will also provide a point of reference for establishing best practice and encouraging enterprise and innovation in the region from permit authorities and activity promoters.
- 2.4.4.3 Working groups will develop permit advice notes specific to the scheme to encourage consistent application of the scheme principals by both permit authorities and activity promoters.

# 3 Principals of coordination and permit management

## 3.1 Principals of coordination

- 3.1.1.1 To meet the objectives and outcomes required by the WaSP scheme activity promoters and permit authorities need to adhere to four main principals:
  - The need to balance the potentially conflicting interests of road users and activity promoters' customers
  - The importance of close cooperation and liaison between permit authorities and activity promoters
  - An acknowledgement that activity programmes and practices may have to be adjusted to ensure that the statutory objectives of the coordination provisions are achieved
  - Successful coordination requires accurate and timely information and good communication between permit authorities and activity promoters.
- 3.1.1.2 The Scheme will be operated in a way that encourages better planning, scheduling and management of activities so that traffic disruption is minimised as far as practically possible.
- 3.1.1.3 The principals of Sections 58 and 58a of NRSWA will operate alongside the WaSP scheme to help coordinate large resurfacing schemes and utility projects.
- 3.1.1.4 The Scheme will operate in a way that is not intended to prevent or delay activities that the activity promoters consider necessary or are obliged to do. Instead the operation of the scheme will seek to ensure that the Permit Authority will proactively work with promoters to facilitate and manage their works.
- 3.1.1.5 Small scale and short duration activities, particularly in non-traffic-sensitive situations, are unlikely to cause significant disruption. However, where several activities are close together they can be disruptive or cause a nuisance. Effective coordination therefore needs to take into account proposals of every scale and duration.
- 3.1.1.6 The Permit Authority will undertake the principals of coordination as described in the Code of Practice for Permits, the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters and related guidance issued by the Department for Transport and any other such best practice guidance in general use.

## 3.2 Principals for promoters

- 3.2.1.1 The term 'activity promoter' applies equally to statutory undertakers and their contractors and to the highway authority and their contractors.
- 3.2.1.2 It is essential that all promoters take the permit scheme objectives and the wider TMA objectives into account when planning and managing their works.
- 3.2.1.3 The prime responsibility for planning, supervising and carrying out individual activities falls on the activity promoter
- 3.2.1.4 Promoters must consider the needs of all road users, including those with disabilities whether they are pedestrians, equestrians, cyclists or motorists throughout the planning and execution of activities. These will have implications for
  - the timing of activities, for example the duration of the works, avoiding peak periods and consideration of out of hours working

- the way in which activities are carried out, including relevant health and safety and traffic management legislation
- the programming of activities which include coordination of activities and the possibility of collaborative working
- 3.2.1.5 Promoters should recognise that the statutory application periods are a minimum and that whenever possible longer periods should be given, particularly if the works are likely to be disruptive. Where modifications are required then the activity promoter should discuss these with the Permit Authority as soon as possible. This benefits both promoter and Permit Authority since it ensures that all implications of the activity can be considered more fully.
- 3.2.1.6 Promoters should ensure that they engage fully with any stakeholders and interested parties that the Permit Authority deems necessary and be prepared to modify their proposals where appropriate and practical.
- 3.2.1.7 Promoters should take into account the space needed for both the works and the storage of plant and materials when assessing the likely disruption the activity might cause.

## 3.3 Principals for the Permit Authority

- 3.3.1.1 In order to respond to a permit application the Permit Authority must consider all aspects of the proposed activity and other influences that may affect traffic. These include, but are not limited to
  - the road network capacity
  - the scope for collaborative working opportunities, including trench and duct sharing between promoters or working within the same area of traffic management
  - the optimum timing and duration of activities
  - the effect on traffic both on the Authority's network and adjoining highway authority
  - safety for those engaged in the activity as well as the general public
  - appropriate techniques and arrangements particularly at road junctions and pinch points, strategically significant streets or those with special engineering difficulties
  - environmental impacts from both noise, excessive spoil and materials, and congestion
  - the effect of other activities that take place on or affect the highway, for instance events and street parties, licensed operations or other consents under the Highways Act 1980, developments that affect the highway, highways activities such as gritting or rubbish clearance.
- 3.3.1.2 The Permit Authority will consider the difficulties that any proposed activity will or may cause and, where possible, agree an acceptable way forward either from the information provided in the permit application or through further discussion. Any agreements made will be validated using specific conditions that will apply to each activity to ensure that the work is carried out in the manner agreed, so as to minimise disruption and inconvenience particularly to local businesses and residents.
- 3.3.1.3 The Permit Authority will liaise with all necessary stakeholders and interested parties where the activity is likely to affect these organisations and will take into account their opinions and considerations. These may include, but are not limited to

- the emergency services, normally via the Police
- public transport operators and authorities, including Network Rail
- local authority areas such as planning or environmental health officers, or parish, town or borough councils
- other appropriate bodies, for example those representing disabled people, pedestrians, cycling groups, hauliers and motorists
- the Ministry of Defence, English Heritage, the National Farming Union, local tourism boards, the Environment Agency and any organisation as required
- 3.3.1.4 The Permit Authority will allow early starts to a permit (a reduction to the minimum notice period as set out in table 1, section 7.1) providing that
  - it does not conflict with other activities
  - there is a legitimate reason for the request and not a result of poor works planning by the activity promoter
  - activity promoters do not use early starts regularly to conceal poor works management
- 3.3.1.5 The WaSP scheme will be operated in a fair and equitable way ensuring a level playing field with all promoters competing for time and space on the highway. The Permit Authority will ensure sufficient separation between those operating the permit scheme and those responsible for highway activities so that parity of treatment is evident.

## 3.4 Permit management and analysis (coordination in action)

## 3.4.1 Technology

- 3.4.1.1 The day-to-day co-ordination of the majority of proposals can be achieved only through the use of technology, especially given the relatively short lead times for minor and standard works.
- 3.4.1.2 Permit applications must include locations by means of Ordnance Survey National Grid References (NGR). This together with the use of the nationally consistent street gazetteer means that the Permit Authority will be able to visualise the impact of different activities on their networks and the interaction between these activities.
- 3.4.1.3 To increase the benefit of these changes, the Permit Authority as the highway authority will work toward the inclusion of NGRs on other relevant documents, such as applications for skips or scaffolding on the highway.

## 3.4.2 The Register

3.4.2.1 In accordance with Section 7 of *The Traffic Management Permit Scheme* (England) regulations 2007, the Permit Authority will maintain a register of each street covered in their scheme, as well as a register under Section 53 of NRSWA for other street information that are not part of the WaSP scheme. Advice is available from the NSG concessionaire concerning setting up the authority's ASD correctly in order to manage these parallel registers. Further details about the register are given in Appendix C.

#### 3.4.3 Collaborative works

- 3.4.3.1 Collaborative working may include
  - trench sharing
  - activities that share traffic management or road space

- multi-agency activities that limit the number of days an area of road space is occupied
- 3.4.3.2 The Permit Authority will proactively seek to encourage collaborative working opportunities between any activity promoters. It is accepted that there are often issues with such arrangements, particularly contractual complications and CDM or site management. Nevertheless, every opportunity will be sought to minimise the disruption to users of the highway.
- 3.4.3.3 In the event of collaborative working the primary promoter should take overall responsibility as the agreed point of contact with the Permit Authority. The secondary promoter(s) retain the same responsibility for submitting permit applications for work to be carried out by them or on their behalf.
- 3.4.3.4 If the nature of joint working is trench sharing, the primary promoter will excavate the trench and install its own apparatus. The secondary promoters will install their apparatus in the same trench. The primary promoter will then backfill and reinstate the trench unless it has been agreed with both the Permit Authority and the relevant secondary promoter beforehand that one of the secondary promoters do it. In this case the responsibility for the quality of the reinstatement will lie with the activity promoter that completed it. A similar approach to primary and secondary promoters will be followed for other forms of collaborative working.
- 3.4.3.5 Only those permit applications submitted by the primary promoter are required to show the estimated inspection units attributable to the street works. The primary promoter must detail the other promoters involved and the scope of the collaborative working in the initial application. The primary promoter must also ensure that estimates of works duration are agreed and/or confirmed with the secondary promoter(s) when submitting notices. This is necessary in order to comply with the overrun charging requirements in the permit regulations.
- 3.4.3.6 To avoid any ambiguity, the Permit Authority will issue permits to all the activity promoters involved, not just the primary promoter. However, the fees will be adjusted to reflect the collaborative approach, provided all the applications meet the criteria set out in Section 31(4) of the regulations and described in section 9.4.
- 3.4.3.7 Further reductions may be made at the discretion of the Permit Authority where the collaborating promoters can demonstrate to the Permit Authority significant benefits in terms of the permit scheme objectives. All issued permits shall record the identity of the primary promoter and all the secondary promoters

## 3.4.4 Forward Planning

- 3.4.4.1 Forward planning information on long-term programmes from all activity promoters will help permit authorities to co-ordinate activities. It will also help promoters to identify opportunities for joint working and to coordinate the timing of resurfacing. This might include mains replacement programmes or the reconstruction of main roads, which will be planned several years ahead.
- 3.4.4.2 Promoters are encouraged to maximise the use of forward planning notices even if the information being submitted is incomplete or uncertain. This will enable better coordination opportunities. Forward planning notices should be reviewed and updated regularly to include details as they are finalised. Promoters should follow the guidance given in the *Code of Practice for Permits* and electronic transfer of notices (EToN) technical specification with regard to the content of forward planning notices and how they are recorded on the register.
- 3.4.4.3 It should be noted that forward planning notices do not remove the requirement to apply for a Provisional Advance Authorisation or permit at the appropriate time.

# 4 Scope of the permit scheme

#### 4.1 Streets covered in the WaSP scheme

- 4.1.1.1 As required by Regulation 7, The "specified area" for the purposes of each authority operating the WaSP scheme will be the geographical area encompassed by that local authority's boundary.
- 4.1.1.2 All streets maintained by, or on behalf of, the local authority are included within this scheme as set out in Regulation 8. These are available on request as part of each participating authority's Addendum (Chapter 18), and are identified within the authority's Additional Street Data (ASD).
- 4.1.1.3 Trunk roads and motorways for which the Highways Agency is the highway authority are not included in the scheme.
- 4.1.1.4 Privately maintained streets are not included in this scheme but will be added if they are subsequently adopted by the highway authority and will be shown as such within the local street gazetteer.
- 4.1.1.5 Activities on privately maintained streets will be recorded on the authority's street works register as notices under Section 53 of NRSWA. See Appendix C.2.

#### 4.2 Street Gazetteer

- 4.2.1.1 For the purposes of the WaSP scheme the term "street" refers to a length of highway associated with a Unique Street Reference Number (USRN) as determined by the National Street Gazetteer Concessionaire.
- 4.2.1.2 The Permit Authority will maintain and publish a gazetteer of all streets operating under the permit scheme to level 3 standard (as defined under BS7666) including the USRN and additional street data (ASD) which will contain the information required by, and defined in, the Technical Specification for EToN.
- 4.2.1.3 Where the ASD designations are revised by the Permit Authority the criteria and procedures detailed in the *Code of Practice for Permits* or subsequent guidance will be followed.
- 4.2.1.4 Further detail on the content and application of the street gazetteer are provided in Appendix D, and chapters 4 and 5 of the *Code of Practice for Permits* and related guidance.

## 4.2.2 Reinstatement designation

4.2.2.1 Reinstatement categories are defined in Section 1.3 of the statutory *Specification* for the Reinstatement of Openings in Highways (SROH) and are the same as those used under NRSWA. Designations for each street in the local street gazetteer will be provided in the authority's ASD.

## 4.2.3 Traffic-sensitive streets

4.2.3.1 Traffic-sensitive streets are defined under regulation 16 of The Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007.

## 4.2.4 Strategically significant streets

4.2.4.1 Strategically significant streets includes traffic-sensitive streets as well as streets which fall into reinstatement categories 0, 1 or 2.

- 4.2.4.2 In addition, the Permit Authority may include other streets that are significant locally, for instance streets linking rural communities where the impact from activities on these roads could be severe. This definition is given in the DFT document *Permit Schemes Additional Guidance (January 2013)*.
- 4.2.4.3 In general, within the WaSP scheme the terms "strategically significant streets" and "traffic-sensitive streets" will be used interchangeably unless a difference is indicated.
- 4.2.4.4 For the purposes of permit charges and notification timescales, strategically significant streets will fall under the ASD and EToN designation of 'trafficsensitive'.
- 4.2.4.5 For the purposes of Section 74 overruns, those strategically significant streets that do no already fall within the regulatory definition of 'traffic sensitive' will not be considered as traffic-sensitive and will not attract the higher charge bands. In general this will apply to those 'other locally significant' streets indicated by the DfT in their guidance.
- 4.2.4.6 A full list of all streets included in the permit scheme, with an indication of those considered strategically significant, will be detailed within the authority's ASD and is available as a list from the Authority if required.

## 4.2.5 Early notification of immediate activities

4.2.5.1 Some streets or parts of a street are particularly vulnerable to traffic disruption. For these locations, the Permit Authority may wish to have the earliest possible information about an Immediate activity to enable it to initiate traffic management arrangements and provide information to the public that will mitigate the impact of the activity. These streets will be indicated within the authority's ASD as those where "early notification of Immediate Activities is required". Section 13.9 provides further detail on emergency traffic management measures.

## 4.2.6 Other designations

4.2.6.1 Where a street or section of street requires the consultation with another organisation, for instance areas of archaeological or environmental importance or sensitivity, sites affecting the Ministry of Defence etc, this will also be recorded in the authority's ASD and will also be detailed as part of the street list provided in the WaSP scheme Operational Guidance.

## 4.3 Activities covered by the permit scheme

- 4.3.1.1 For the purposes of the WaSP scheme Specified Works are "registerable activities" as defined in *The Street Works (Registers Notices Directions and Designations) (England) regulations 2007* and any subsequent amendments. This applies equally to streets works as defined by Section 48(3) of NRSWA and works for road purposes as defined by Section 86(2) of NRSWA.
- 4.3.1.2 The term "specified works" is used generically in the regulations. The term "activity" is used in this scheme to encompass any registerable activity that requires a permit.
- 4.3.1.3 The term "activity" also anticipates subsequent sets of regulations which may extend the scope of permit schemes to other activities on the street.

## 4.3.2 Registerable activities

- 4.3.2.1 For clarity the following works are registerable for all promoters and information related to them has to be recorded on the register and may only take place with a valid permit.
  - all activities that involve the breaking up or resurfacing of any street, (but see below for pole testing involving excavation)
  - all activities that involve the opening of the carriageway or cycleway of trafficsensitive streets at traffic-sensitive times
  - all activities that require the use of any form of temporary traffic control as defined in the Code of Practice for Safety at Street Works and Road Works
  - all activities that reduce the number of lanes available on a carriageway of three or more lanes
  - all activities that require a temporary traffic regulation order or notice, or the suspension of pedestrian crossing facilities
  - all activities that require a reduction in width of the existing carriageway of a traffic-sensitive street at a traffic-sensitive time

#### 4.3.3 Bar Holes

- 4.3.3.1 Bar holes which are used to detect and monitor gas leaks fall into the registerable category. When bar holes are carried out and it is known that no further activity in the street is required (such as when a gas leak is reported but none detected), a registration under Section 70 (3) of NRSWA should be sent within 10 ten days, once final monitoring checks have been established. The bar holes will count as a single excavation and reinstatement for registration purposes.
- 4.3.3.2 An application for a permit in respect of a bar hole must be made within two hours of the commencement of any other registerable activity as defined above associated with the bar holes. In this latter case, these bar holes will not count as further excavations and reinstatements for the purposes of registrations but will be incorporated with the registerable activity.

## 4.3.4 Works for Road Purposes

- 4.3.4.1 All works carried out by the highway authority are works for road purposes and require a permit if they fall under the definition of registerable as given in section 4.3.2.
- 4.3.4.2 Works carried out by an undertaker on behalf of the highway authority, for instance new connections or disconnections to streetlights, are works for road purposes. It is for activity promoters to ensure that permit applications for such activities are made and that the activity is registered, as appropriate.
- 4.3.4.3 Fault repairs in connection with street lighting are not works for road purposes. They should be treated as street works and must follow the normal procedures.

#### 4.3.5 Other Highways Activities

- 4.3.5.1 Works and repairs for District and Parish Councils acting on their own account and not on behalf of Highway Authority, including works on street lighting etc., are considered as street works and thus will attract the same charges and penalties as any other statutory undertaker.
- 4.3.5.2 It is for activity promoters to ensure that permit applications for such activities are made and that the activity is registered, as appropriate.

4.3.5.3 Core holes not exceeding 150 mm in diameter do not require registration in advance, unless one or more of the rules above relating to traffic management impact apply.

## 4.3.6 Obtaining a permit

- 4.3.6.1 Other than for Immediate activities, any promoter that wishes to carry out an activity is required to first obtain a permit from the Permit Authority.
- 4.3.6.2 Immediate activities require a permit however since such activities are by definition emergency or urgent an application may be given within two hours of the activity starting or in the case of the activity commencing out of normal working hours, within two hours of the commencement of the next working day. An Immediate application should comply with any conditions specified by the Permit Authority whether generic for such activities or specific to one activity (see section 6.5).

## 4.3.7 Non registerable activities

- 4.3.7.1 The following works are not classed as registerable:
  - Traffic census surveys have deliberately not been included, as disclosure of this information prior to a census taking place can encourage a change to the normal pattern of traffic flow.
  - Pole testing which does not involve excavation does not require a permit.
  - Testing of fire hydrants by fire service vehicles, provided the work is done outside traffic-sensitive periods.
- 4.3.7.2 Section 50 licences do not require a permit as defined in the regulations, however a licence will be issued in line with the permitting requirements of the WaSP scheme and the activity will be entered onto the street works register to aid coordination.

# 5 How to make permit applications

## 5.1 General Principals

## 5.1.1 Purpose

- 5.1.1.1 Any promoter of a registerable activity that wishes to carry out such an activity must obtain a permit from the Permit Authority. The intention is to better control activities to minimise disruption and inconvenience and for those activities to be carried out in a manner that takes into account the needs of others.
- 5.1.1.2 The permit will allow the activity promoter to carry out the specified activity:
  - at the specified location
  - between the dates shown; and
  - subject to any conditions that may be attached.
- 5.1.1.3 The permit will include all of the information as supplied by the activity promoter in the permit application; a permit shall be issued in accordance with the formats given in the Technical Specification for EToN (see Chapter 7).
- 5.1.1.4 Permits will be required for all registerable activities on all streets designated as public highway as specified on the local street gazetteer.
- 5.1.1.5 The content of applications and notifications and communications relating to all aspects of the permit will be made using, and will comply with, the definitive format and content of the protocols as set out in the EToN technical specification, which may change from time to time. Where there is a failure in the system then other methods of communication will be acceptable (see section 5.8).

## 5.1.2 Key differences from NRSWA

- 5.1.2.1 The key differences between operating a permitting system and a noticing system are:
  - a requirement to obtain permission effectively booking a time slot, rather than informing the Permit Authority of the intention to work
  - on strategically significant streets the start and end dates are fixed and a permit is not valid before the given start date nor once the end date is passed
  - on non-strategically significant streets, there is some flexibility over the start date although the duration will be fixed
  - the times at which work can be carried out are more strictly controlled
  - conditions affecting the way in which work is carried out can be attached to permits

#### 5.1.3 Types of permit

- 5.1.3.1 WaSP allows two types of application:
  - Provisional Advance Authorisation (PAA). These are used only for major activities (as defined in regulations) which are likely to be large and/or more disruptive and provide advance notice but not necessarily with full details of the final activity. PAAs are similar to Section 54 notices under NRSWA
  - Permit Application (PA). These will contain fully accurate and timely details as prescribed and will be required for all registerable activities, including as a follow-up to a PAA. These are similar to Section 55 notices under NRSWA.

## 5.2 Activity Categories

5.2.1.1 WaSP applies to the following works categories, as defined in *The Street Works* (*Registers, Notices, Directions and Designations*) (*England*) regulations 2007. Application periods are set out in table 1, section 7.1.

#### 5.2.2 Major activities

- 5.2.2.1 Major activities are those that:
  - have been identified in an activity promoters' annual operating programme or are normally planned or known about at least six months in advance of the proposed start date for the activity; or,
  - require a temporary traffic regulation order (not a temporary traffic notice) under the Road Traffic Regulation Act 1984 for any other registerable activities other than immediate activities; or,
  - have a duration of 11 days or more, other than immediate activities.

#### 5.2.3 Standard activities

5.2.3.1 Standard activities are those activities, other than immediate or major activities, that have a planned duration of between four and ten days inclusive.

#### 5.2.4 Minor activities

5.2.4.1 Minor activities are those activities, other than immediate or major activities, where the planned duration is three days or less.

#### 5.2.5 Immediate activities

- 5.2.5.1 Immediate Activities are either emergency works or urgent works:
- 5.2.5.2 Emergency works, which are defined in Section 52 of NRSWA, are works required to end, or prevent, circumstances, either existing or imminent, that might cause damage to people or property. This applies to both street works and works for road purposes which fall within the definition of activities. The term also includes activities not falling within that definition but which cannot be severed from those that do such as activities away from the emergency site that are necessary to shut off or divert a supply. Remedial works to dangerous defective reinstatements are classed as emergency works (but there will be a need to cross reference these to the permit given for the parent activity)
- 5.2.5.3 Urgent activities are defined in the regulations as activities:
  - (not being emergency works) whose execution at the time they are executed is required (or which the person responsible for the works believes on reasonable grounds to be required):
    - (i) to prevent or put an end to an unplanned interruption of any supply or service provided by the activity promoter;
    - (ii) to avoid substantial loss to the activity promoter in relation to an existing service; or,
    - (iii) to reconnect supplies or services where the activity promoter would be under a civil or criminal liability if the reconnection is delayed until after the expiration of the appropriate notice period; and,
  - includes works that cannot reasonably be severed from such works.

## 5.3 Provisional advance authorisations (PAAs)

- 5.3.1.1 In accordance with Regulation 11, the WaSP scheme requires a Provisional Advance Authorisation (PAA) to be sought for Major activities. A PAA is not required for activities classed as Minor, Standard or Immediate.
- 5.3.1.2 PAAs provide a mechanism for significant activities to provisionally 'book' road space prior to further planning and discussion between the activity promoter and the Permit Authority. They replace the NRSWA Section 54 Advance Notice.
- 5.3.1.3 A PAA may only contain one street or USRN.
- 5.3.1.4 All PAAs must comply with the definitive format and content of both paper and electronic permit applications given in the EToN technical specification or subsequent amendments. This includes the requirement that a copy PAA is sent to any interested parties or organisations as detailed within the authority's ASD (see section 5.4.4).
- 5.3.1.5 The PAA must be applied for not less than three months in advance of the proposed commencement date of those works or as agreed with the Permit Authority. An application for a PAA must always specify proposed start and end dates. However, as it may be difficult to be certain of the start date three months before the event, the proposed start date is regarded as provisional and may be amended in the application for a final permit.
- 5.3.1.6 A PAA must be followed-up by a full permit application within the required timeframes, as set out in table 1, section 7.1.
- 5.3.1.7 The information required in support of an application for a PAA is set out below. It is recognised that comprehensive information may not be known at this early stage however as much detail should be provided as possible to enable the Permit Authority to adequately assess the submission.
  - location of activity
  - proposed start and end dates
  - an outline description
  - times of working, including hours of the day and any weekend provisions
  - the road space occupancy
  - method of working
  - traffic management
- 5.3.1.8 The Permit Authority must respond to an application for a PAA within one calendar month from the date the application is received by the Permit Authority. The response may either grant the PAA or refuse it, giving reasons (see Chapter 7).
- 5.3.1.9 The information contained within the PAA will provide confirmation as to whether the proposed activity has the potential to be especially disruptive to local residents, businesses or road users. In such circumstances, the Permit Authority will require the activity promoter to provide advance publicity as it deems necessary.
- 5.3.1.10 Where the Permit Authority decides that the activity promoter needs to provide additional information or undertake a publicity exercise prior to submission of the follow-up permit application, they will inform the activity promoter. This will be part of the ongoing planning and agreement process and the activity promoter will be required to provide this information or provide evidence of the publicity exercises undertaken as part of the conditions of the full permit application.

- 5.3.1.11 It is recognised that the dates and the detail of the PAA should be considered as provisional and should any of these details change significantly then the activity promoter must inform the Permit Authority of the changes as soon as possible.
- 5.3.1.12 A PAA cannot be varied, only resubmitted. The Permit Authority may therefore decide that a new PAA is required if the changes are significant. Alternatively, if the Permit Authority feels the changes are less significant then these changes can be made as part of the full permit application.
- 5.3.1.13 In accordance with Regulation 11(5), the granting of the PAA does not guarantee that a Permit will be subsequently issued, particularly if the Permit Authority feels that the activity promoter has not provided suitable detail as noted in 5.3.1.7 or where dates have changed so significantly they clash with another activity.

## 5.4 Requirements for Permit Applications

## 5.4.1 Timing of permit applications

- 5.4.1.1 Table 1 in Section 7.1 provides minimum application timescales for PAAs and permit applications. Larger activities or those on strategically significant streets will have the potential to be more disruptive and therefore require a longer notice period to enable planning and coordination to take place.
- 5.4.1.2 Permits will include conditions under which the activity may take place so it is in the best interests of the activity promoter to contact the Permit Authority early to enable full discussions to take place. Early applications will improve the coordination process, enable the Permit Authority to better manage the activities taking place on the highway and assist the activity promoter in better planning their activities.

## 5.4.2 Method of making Permit Applications

- 5.4.2.1 All permit notifications, including PAAs, permit applications and variations, must be made electronically and must comply with the EToN technical specification.
- 5.4.2.2 The Permit Authority may accept non-EToN applications from activity promoters who are unable to meet the requirements for EToN transactions, for instance when their electronic systems are unavailable, or for one off promoters. In these cases, applications and notices must comply with the EToN technical specification and may be submitted by email, fax or post on agreement with the Permit Authority.
- 5.4.2.3 Applications and notifications may be given by email, fax or post to those recipients who expect copies of such notifications but do not have access to EToN, e.g. transport authorities, emergency services or frontagers.
- 5.4.2.4 Where there is an EToN system failure by either the activity promoter or the Permit Authority, an alternative strategy must be implemented as noted in section 5.8.

## 5.4.3 Content of Permit Applications

- 5.4.3.1 All applications must comply with the definitive format and content of both paper and electronic permit applications given in the EToN technical specification.
- 5.4.3.2 To ensure that information made publicly available can be understood by the general public the description of activities and other information should be in plain English with minimal industry specific jargon.
- 5.4.3.3 The Permit Authority will actively encourage industry-wide standard durations of routine activities which will be developed by the Working Group and referenced in the WaSP scheme Operational Guidance.

- 5.4.3.4 Each application must contain information about activities in only one street. To improve co-ordination, projects covering more than one street must cross—reference all related applications. This is particularly important when applying for PAAs. Under no circumstances will an application containing activities in more than one street be acceptable.
- 5.4.3.5 Where an activity or project crosses the boundary between authorities the works promoter must submit the relevant notices or permit applications to each authority. Early discussion with both authorities will help avoid conflicting requirements.
- 5.4.3.6 Where it is anticipated that an activity may affect the network of a neighbouring authority then the activity promoter should consider this when planning the activity and ensure that this authority is also engaged early on in the planning process. Early discussion with both authorities will help avoid conflicting requirements.
- 5.4.3.7 All permit applications relating to a PAA should be cross-referenced so that the Permit Authority is able to consider all applications and coordinate the activities together.

## 5.4.4 Applications involving other Interested Parties

- 5.4.4.1 Any undertaker, authority or relevant body or organisations who wish to be informed about any activities on a street should ensure their interest is entered in the street authority's ASD (see appendix D) against that street. Promoters must ensure that any such interested parties are copied in on all PAAs, PAs, variations and notifications. Similarly, the Permit Authority must ensure that a response to a permit application will be copied in to these parties.
- 5.4.4.2 Electronic systems meeting the EToN technical specification should deal with this automatically. However, some interested parties may not have access to the electronic systems so they should be sent copies by an alternative method such as email or fax.
- 5.4.4.3 The permit regulations amend NRSWA Section 88, 89 and 93. Together with sections 90 and 91, these deal with notifications to bridge, transport and sewer authorities to ensure that consultation takes place on streets with structures and other special engineering difficulties (as described in the authority's ASD).
- 5.4.4.4 Promoters must ensure that they gain approval to plans and Sections as detailed in Appendix D of the *Code of Practice for Permits* before applying for a permit and state that they have fulfilled the requirements of these Sections in their applications.
- 5.4.4.5 The consultation requirements with Network Rail are as set out in Appendix C of the *Code of Practice for Permits*.

#### 5.4.5 Permit start and end dates

- 5.4.5.1 A permit will allow an activity to be carried out between the start and end date (in calendar days) given on the permit and that the duration of the works will be reflected in the permit conditions. This allows an activity to be carried out on weekends or Bank Holidays.
- 5.4.5.2 A promoter working outside the permit dates would not have a valid permit and potentially would be committing an offence. It should be noted that if the permit should start on a Monday and finish on a Friday, the subsequent weekend cannot be used as additional days without the express approval of the Permit Authority through a permit variation.

- 5.4.5.3 However in other respects the duration and reasonable period of the activity remains operating on working days, as defined in the regulations. On strategically significant streets, the duration of the activity will exactly match the time from the start date to the end date excluding any non working days between the two dates.
- 5.4.5.4 It follows that it is possible that for the purposes of Section 74 that the reasonable period and the permit end dates do not coincide.
- 5.4.5.5 An activity promoter working beyond the agreed reasonable period will therefore be subject to Section 74 overrun charges, even if the Permit Authority has granted a permit extension to allow works to be completed where the Permit Authority does not agree with the reasons for extending the works duration (see also section 8.2.3).
- 5.4.5.6 On strategically significant streets, where an activity promoter identifies in advance that an activity cannot begin on the permit start date then the activity promoter must contact the Permit Authority on the previous day, by a means specified by the Permit Authority on its website or within the WaSP scheme Operational Guidance.
- 5.4.5.7 For some activities on strategically significant streets where an activity is delayed on the permit start date, the activity promoter should contact the Permit Authority as soon as possible on the due start date so that the Permit Authority can put into place any additional or mitigating actions it considers necessary. Model condition WS64 will be applied to those activities that the Permit Authority feels are particularly disruptive (see also section 6.3.7.10).
- 5.4.5.8 The promoter may decide they are able to begin the activity on a subsequent day, submitting the Section 74 Actual Start notice. However, there is no automatic extension to the permit or the reasonable period in these circumstances and the end date remains the same unless an agreement is reached between the activity promoter and the Permit Authority, and a permit variation is granted (see chapter 8).
- 5.4.5.9 On non-strategically significant streets a permit will be issued with a start and end date, with the duration (in working days) for the activity set as a condition. Because of the nature of these types of street, the start date will be estimated and there will be a window of opportunity for the works to being equivalent to the validity period of NRSWA notices:
  - 5 days for major and standard activities
  - 2 days for minor activities
- 5.4.5.10 Once the works commence and a Section 74 Works Start notice is submitted the permit end date will adjust to take into account the actual start date and the previously agreed reasonable period and permit duration.
- 5.4.5.11 In both cases above, if the activity promoter could not complete the activity before the permit end date, they must apply for a permit variation to extend the permit. This would be required even if the extra days were at a weekend (a permit expires at midnight). The Permit Authority may or may not agree to an extension of the reasonable period, depending on the circumstances, and the activity promoter may be subject to over-run charges under Section 74.

## 5.4.6 Non-working days

5.4.6.1 If the impact or duration of an activity can be lessened by extending works on site into weekends and bank holidays then promoters are actively encouraged to consider these possibilities. The WaSP scheme authorities will make a general policy available as part of the WaSP scheme Operational Guidance for such situations and will proactively seek opportunities to lessen road occupancy.

5.4.6.2 In such situations, conditions will be placed on the permit to define when such works may take place and any other constraints as deemed necessary by the Permit Authority (see chapter 6).

## 5.4.7 Early starts

- 5.4.7.1 An activity must not start before the expiry of the application period except where an early start has been agreed with the Permit Authority.
- 5.4.7.2 The Permit Authority will consider a promoter's request for an early start and such a request will not be unreasonably refused. An early start must be applied for in the manner requested by the Permit Authority as detailed in the WaSP scheme Operational Guidance. This may be via an initial phone call or email, or directly via EToN.

## 5.4.8 Actual Start notification (Section 74)

- 5.4.8.1 Once the activity has begun, a Notice of Actual Start of an activity must be given by 10.00am the next working day on strategically significant streets and by the end of the next working day in the case of non-strategically significant streets.
- 5.4.8.2 In the case of an Immediate activity the permit application will be taken as the actual start date notice as it is made after the activity has commenced, and the status should always be "In Progress".
- 5.4.8.3 Notice of Actual Start must be given in accordance with the requirements described in the EToN technical specification. The identity of the main contractor or, if appropriate the Direct Labour Organisation (DLO) must be provided on the actual start date notice. This should always be the organisation with whom the undertaker has the contract, and not any subcontractor who may be actually carrying out the activity.

# 5.5 Content of a Permit Application and Provisional Advance Authorisation

- 5.5.1.1 In deciding whether to include any conditions in a permit, the Permit Authority will consider the information that has been provided in support of the application.
- 5.5.1.2 The EToN specification provides detail on the required fields to be submitted as part of a permit application. Additional information or constraints will be provided as part of the condition text.
- 5.5.1.3 The Permit Authority recognises that full information may not be fully known at the time an application for a Provisional Advance Authorisation is made. However, activity promoters should make every effort to provide the most accurate information available at each stage.

#### 5.5.2 Reference number

5.5.2.1 Each application must include a unique reference number. Details of the numbering system are given in the Technical Specification for EToN.

## 5.5.3 Description of Activity

- 5.5.3.1 This should be a comprehensive description of what the activity is and its purpose to allow the Permit Authority to assess the likely impact. This must include
  - Detail on the works being undertaken
  - Description of methodologies employed
  - A description of the layout and impact of the activity (for example traffic management)

- Details of any collaborative working; such as details of the other promoters and brief descriptions of the activities being undertaken
- Any other information pertinent to that activity
- 5.5.3.2 To ensure that information made publicly available can be understood by the public the description of activities and other information should be, within reason, in plain English with minimal industry specific jargon.

## 5.5.4 Location of activity

- 5.5.4.1 An accurate location must be provided based on Ordnance Survey National Grid References (NGRs). For a small excavation or opening then a point NGR should be provided. Where a trench is longer than 10m then a polyline or a polygon feature must be provided as described in the EToN technical specification.
- 5.5.4.2 The location must have a textual description that should match the NGR provided.
- 5.5.4.3 The street must be given based on the unique street reference number (USRN) provided in the street gazetteer as defined by the National Street Gazetteer Concessionaire. Each permit may only contain one street.
- 5.5.4.4 Where the activity is likely to cause significant disruption a description of the space taken up by the activity should be provided. The Permit Authority may request additional information such as a traffic management plan or schematic to show the site footprint.
- 5.5.4.5 Promoters applying for Immediate activities should do so within two hours of starting work (see section 6.5). The location should reflect where the activity is actually taking place. If the location then changes a permit variation must be obtained (see Section 8.2.5)

#### 5.5.5 Timing and duration

- 5.5.5.1 The proposed permit start and end dates (in calendar days) will clearly define the time period an activity will take up road space.
- 5.5.5.2 Where the street is traffic-sensitive, details of the times of day the activity is to be carried out must be provided, including any proposal to work at night.
- 5.5.5.3 Details must be provided where the activity promoter proposes to undertake activity on weekends or Bank Holidays to speed up the activity or reduce disruption.
- 5.5.5.4 These constraints on the activity will be submitted as conditions and will be taken into consideration by the Permit Authority.

#### 5.5.6 Illustration

- 5.5.6.1 An illustration may be required for any activity where the Permit Authority considers that the disruption caused by the activity may be significant.
- 5.5.6.2 An illustration must include details of the activity and location of utility apparatus, the extent of the highway occupancy and if requested by the Permit Authority a disruption effect score as set out in Appendix E. This additional information may be in the form of sections, photographs, traffic management drawings and any other relevant material. The illustration must cover the entire area of the activity including areas used for storage of materials, parking of vehicles, coned areas and so on. In combination, all of this material will be referred to as the traffic management plan.
- 5.5.6.3 Activities on those streets, or parts of a street, subject to a Special Engineering Difficulty designation will require a plan and section.

- 5.5.6.4 The illustration should be submitted to the Permit Authority in whatever form specified by the Permit Authority in the WaSP scheme Operational Guidance or the current EToN technical specification.
- 5.5.6.5 If required for Major works, an illustration of the activity should be provided at or prior to the permit application stage. It is expected that this will be part of the PAA planning process or the discussion resulting from a PAA submission.

## 5.5.7 Methodology

5.5.7.1 Details of the proposed techniques, such as open cut, trench share, minimum dig etc. must be provided as part of the works description.

#### 5.5.8 Traffic management and Temporary Traffic Regulation Orders

- 5.5.8.1 The EToN specification requires certain types of traffic management or traffic control to be indicated on the permit application. Certain traffic management proposals will also require suitable conditions detailing the constraints on these proposals.
- 5.5.8.2 The activity promoter must supply details of traffic management proposals together with any requirement for action by the local authority or others such as
  - A need for a Temporary Traffic Regulation Order (TTRO)
  - Lifting of parking restrictions
  - Approval for temporary traffic signals (TTS)
  - Suspension of bus stops
- 5.5.8.3 Section 13.1 details the processes for applying for a TTRO, and provides further information on other traffic management requirements and related matters, including agreements on the use of temporary traffic signals. The WaSP scheme Operational Guidance provides further information on these aspects as well as other dispensations or requirements
- 5.5.8.4 The extra time required for gaining these approvals need to be taken into account by the activity promoter. They must be referred to when submitting a PAA or included in the permit application.
- 5.5.8.5 Additional costs associated with these are not included within the scope of this permit scheme.

## 5.5.9 Depth

5.5.9.1 Activity promoters must provide their best estimate of the excavation depth. While this might be expressed as a range, it should nonetheless provide a meaningful indication of the nature and extent of activity involved if it is expected that an excavation will be deeper than 1.5metres.

## 5.5.10 Reinstatement type

- 5.5.10.1 The application must indicate whether the activity will be completed with interim or permanent reinstatement or a mixture of both. If it is the latter, then promoters must provide details as to where interim or permanent reinstatements will be completed within that permit.
- 5.5.10.2 The EToN technical specification details the use of the 'number of phases' data element which is used to describe this.
- 5.5.10.3 In some cases the Permit Authority may require one or other reinstatement method to be undertaken specifically for that activity, in which case a suitable condition will be applied.

## 5.5.11 Inspection units

5.5.11.1 The application must state the provisional number of estimated inspection units appropriate to the activity, in accordance with the rules laid down in the Inspections Code of Practice and *The Street Works (Inspection Fees) (England) (Amendment) regulations 2004.* Where there is trench sharing, only the primary promoter is required to give the inspection units (see section 3.4.3).

## 5.5.12 Contact person

- 5.5.12.1 The application must include the name and contact details of the person appointed by the activity promoter to deal with any problems that may occur during the activity, including any provision made by the activity promoter for out-of-hours contact.
- 5.5.12.2 On permit applications (and on PAAs if the information is known at the time) the application should include the name of the main contractor carrying out the activity. This will help with the Permit Authority's consideration of the application and with any discussions that need to take place before the permit can be issued.

#### 5.5.13 Proposed conditions

- 5.5.13.1 Where there are constraints in the permit application, it must include conditions that specify in detail the activity and support the application. These conditions are included in draft as Appendix F and will be known as 'model conditions'. See also chapter 6.
- 5.5.13.2 Where the Permit Authority considers necessary it will also request that certain conditions be added to the application before issuing the permit.
- 5.5.13.3 Permit conditions might be applicable to any activity.

## 5.6 Phasing and multiple activities

- 5.6.1.1 A phase of an activity is a period of continuous occupation of the street (whether or not work is taking place for the whole time) between the start and completion of the works.
- 5.6.1.2 One permit can only contain one phase and the dates given in a permit application will denote the dates for that phase. A phase can end only when all the plant, equipment and materials, including any signing, lighting and guarding have been removed from the site.
- 5.6.1.3 The promoter must clarify that an activity is to be carried out in more than one phase on the application (see section 5.5.10.2).
- 5.6.1.4 Phased activities must relate to the same works. These could be single or multiple-but-linked excavations, or a trench dug progressively along the street as part of a continuous operation, or where a permanent reinstatement or remedial works are undertaken at a later date.
- 5.6.1.5 Linked activities carried out at separate locations in a street must be treated as belonging to the same set of works. However, unconnected activities carried out by the same promoter in one street should not be treated as parts, or phases, of a single set of works.
- 5.6.1.6 Each phase will require a permit and the same activity reference must be used for all phases, or cross-referenced to the other phases. If the works are classed as Major they will also require a Provisional Advance Authorisation, except in the case of remedial works see Section 5.6.6. Each phase will be classed as a

separate activity or works, for the purposes of NRSWA (for instance Section 74, guarantee periods etc).

## 5.6.2 Cross Boundary activities

- 5.6.2.1 Where an activity or project crosses the boundary between authorities the works promoter must submit the relevant notices or permit applications to each authority. Early discussion with both authorities will help avoid conflicting requirements.
- 5.6.2.2 Where it is anticipated that an activity may impact the network of a neighbouring authority then the activity promoter should take this into consideration when planning the activity and ensure that this authority is also engaged early on in the planning process. Early discussion with both authorities will help avoid conflicting requirements.

#### 5.6.3 New Customer Connections

5.6.3.1 A new main or cable run, which includes new customer connections, can be classed as one activity or phase if all the work is completed in a single occupation of the street. Otherwise, a new permit must be obtained for the different stages.

#### 5.6.4 Projects

5.6.4.1 Activities involving more than one street could form part of one project in management and contractual terms but separate permits and Provisional Advance Authorisations will be required for each street. The EToN technical specification allows for project references, activity references and phase types.

#### 5.6.5 Interim to Permanent Reinstatements

5.6.5.1 When an activity is completed with an interim reinstatement then the activity will be regarded as having more than one phase and a new permit must be obtained for the permanent reinstatement phase. The same works reference number must be used ("cross referenced" to the original activity).

## 5.6.6 Remedial Works

- 5.6.6.1 Remedial works will require a new permit to be obtained for the remedial phase. The same works reference number must be used as the original activity ("cross referenced" to the original activity).
- 5.6.6.2 Where remedial works fall within the definition of Major works, a Provisional Advance Authorisation will not be required.
- 5.6.6.3 Where remedial works fall within the definition of 'immediate' or are required to remedy dangerous defects, the activity will be categorised as Immediate.

## 5.6.7 Severable Works

- 5.6.7.1 The definition of emergency works in Section 52 of NRSWA provides that items of work which "cannot be reasonably severed" from the emergency works are regarded as part of them. The same test applies to urgent works.
- 5.6.7.2 Work which can be "reasonably severed" from the immediate activity must therefore be regarded as separate activities and classified accordingly.
- 5.6.7.3 Typically, immediate activities shall consist only of a repair to end the emergency, or restore the service, and complete the necessary reinstatement. Follow-up activities undertaken to provide a permanent solution are "severed" and subject to a separate permit application.

5.6.7.4 If the activity promoter leaves site after dealing with the immediate problem, including carrying out an interim reinstatement and closing down the site, and returns later for further activities - it is clear that these are "severed".

#### 5.6.8 Interrupted activities

- 5.6.8.1 There may be circumstances where a promoter is unable to complete their activity in one phase as originally intended. This may be due to difficulties that could not have been reasonably foreseen, for instance adverse weather conditions or an engineering complication. The promoter should contact the Permit Authority immediately this becomes apparent.
- 5.6.8.2 If the Permit Authority is content for the excavation to remain open then a permit variation will be required to extend the current permit. It should be noted that the Permit Authority may not consider the reason for the extension to be acceptable and may not extend the 'reasonable period'; the activity would therefore be subject to Section 74 overrun charges (see Chapter 10).
- 5.6.8.3 If the Permit Authority wishes the excavation to be closed down, reinstated, and returned to use then agreement should be sought with the Permit Authority on the timing of the subsequent permit to complete works at a later date.
- 5.6.8.4 Whenever an activity is interrupted, the activity promoter must first agree a way forward with the Permit Authority before starting any of the processes above. Failure to do so may result in the Permit Authority treating the subsequent application as an illegitimate use of activity phases (see section 8.2.4).

#### 5.6.9 Third party damage

- 5.6.9.1 If the activity is interrupted because the activity promoter, or his contractor, has caused third party damage, then it is the activity promoter's responsibility to seek the authority's approval to a variation to allow the damage to be repaired by the owner of the apparatus.
- 5.6.9.2 In the interests of good practice, a permit is required by the third party while they are undertaking these works to help the Permit Authority identify that another party is working at this location. This permit will not be chargeable and nor will Section 74 charges apply to the third party.
- 5.6.9.3 However, the normal notifications and timing rules still apply to the permit application although in the interests of expediency an 'early start' should be requested for the subsequent permit application and the activity promoter is expected to complete the repairs without unreasonable delay (see Chapter 8).
- 5.6.9.4 The activity site and the reinstatement remains the responsibility of the original promoter, unless this is agreed otherwise between all activity promoters and the Permit Authority, until it is able to clear site and issue a Works Stop notification.

#### 5.7 Section 58 restrictions on further activities

- 5.7.1.1 The powers to restrict further works in all or part of a street following substantial road or street works (NRSWA Section 58 and 58a respectively) apply to streets covered by the WaSP scheme.
- 5.7.1.2 The Permit Authority will exercise its powers under these Sections in accordance with the guidance given in chapter 8 of the Code of Practice for Permits.

## 5.8 EToN system failures

- 5.8.1.1 Where there is a failure of the Permit Authority or a promoter EToN system, the Permit Authority will implement an interim alternative strategy for managing permit applications, variations, responses and other notifications to ensure that workflows are not unduly interrupted. This procedure is detailed in the WaSP scheme Operational Guidance.
- 5.8.1.2 All applications and notifications must be resubmitted through EToN following recovery of service. Promoters must ensure that all resent notices are sequenced correctly as detailed in the EToN technical specification.

## 6 Conditions

## 6.1 General principals

- 6.1.1.1 The permit must specify the activity it allows in detail and this information will be drawn from the original application as far as is reasonable through the EToN notification 'Grant Permit' (see chapter 7). Any other limits or constraints on the activity will be reflected in permit conditions as provided for in Regulation 10, which are submitted as part of the application.
- 6.1.1.2 The terms used in the following section such as 'applied', 'used', 'attached', etc., all relate to the same practical concept of the activity promoter providing conditions with their application or as a permit variation.
- 6.1.1.3 Conditions may be applicable to any activity. It is for the activity promoter to supply the required conditions as part of their permit application or permit variation.
- 6.1.1.4 Where the Permit Authority considers it necessary and appropriate to apply conditions that differ from the proposals in the application then the Permit Authority will either refuse the permit or request a modification (see section 7.1.3), stating the reasons for this. The promoter may then decide whether to reapply for a permit or invoke the dispute procedure with the Permit Authority as detailed in Chapter 12.
- 6.1.1.5 Conditions may be imposed on all permits regardless of the activity promoter, however WaSP scheme authorities will act reasonably and such conditions will take into consideration the site and the activity.
- 6.1.1.6 The Code of Practice for Permits and regulations provide a framework for types of conditions that may be applied in order to help the Permit Authority meet its obligations in terms of reducing congestion and disruption, recognising the needs of other users of the highway and to help protect the integrity of the highway. The WaSP scheme sets out a number of 'model conditions' that reflect this framework.
- 6.1.1.7 The model condition texts are developed to enable a coherent and standardised approach to most normal activities and are based in part on the model conditions developed by the HAUC (UK) National Permit Forum. Model conditions are considered to be in 'draft' to enable them to be changed in future to reflect additional operational requirements or on advice from the National Permit Forum or other bodies.
- 6.1.1.8 The model conditions may need adapting to reflect individual circumstances that are pertinent to the nature of the activity and the network constraints. The wording will reflect the Permit Authority's requirements and the agreement being reached, or if necessary reference the agreed traffic management plan or illustration.
- 6.1.1.9 For some activities there may need to be a number of different conditions attached to the permit. Equally, some activities may require no model conditions to be attached since the scope of the work can be fully understood through the application itself.
- 6.1.1.10 Model conditions are set out in full in appendix F. Detail on when and how model conditions might be used is provided in the following sections and the WaSP scheme Operational Guidance contains further commentary on how they should be applied.

6.1.1.11 Failure to comply with conditions may leave the activity promoter liable to criminal prosecution. Information about appealing against conditions the activity promoter considers unreasonable is set out in Chapter 12.

#### 6.2 Standard conditions

- 6.2.1.1 Standard conditions are model conditions that will be applied to all permits, or permits for certain kinds of activity in all cases. The WaSP scheme does not require these conditions to be formally attached to individual permit applications or granted permits as they are taken as being contained in either form on all permits or applications.
- 6.2.1.2 The following four model conditions are considered 'standard':
  - It is a requirement of the WaSP scheme that the unique works reference number will be displayed on the site at all times. Standard model condition WS60 will be applied to all permits. The works reference number is as described in the EToN technical specification and, for the purposes of being displayed on site, does not need to include the suffixes that relate to the permit application or permit reference (the application and notification sequencing). The WaSP scheme Operational Guidance clarifies the expectation concerning the format of the number to be displayed. To aid communication with the public, the activity promoters should make every effort to display an accurate and up-to-date permit end date on the site together with the works reference as described above.
  - It is a requirement of the WaSP scheme that the permit will specify the start
    and end dates of the permit, which may include weekends or bank holidays.
    For all permits on strategically significant streets, the standard model condition
    WS1 will apply and for all permits on non-strategically significant streets
    standard model condition WS2 will apply
  - For Immediate activities where the activity promoter requires the use of temporary traffic signals or to close a road then WS61 must be applied as described in section 13.9 and noted in the section below on Conditions placed on Immediate activities (section 6.5)

#### 6.3 Model conditions

- 6.3.1.1 The WaSP scheme model conditions are not exhaustive but have been developed to ensure the most common situations can have conditions applied in a consistent way across the WaSP region.
- 6.3.1.2 The model conditions may need adapting to reflect individual circumstances, and for some activities there may need to be a number of different conditions applied to the permit.

#### 6.3.2 Relevant condition types

- 6.3.2.1 All conditions fall into a framework provided by the DfT, which is described below. Appendix F sets out the model conditions and their texts, while the WaSP scheme Operational Guidance explores them more fully and provides examples of when they should be applied.
- 6.3.2.2 Because of the character limits within the condition text field in EToN, all model conditions should be supplied using a 'shorthand text' which limits the characters used but clearly references the model condition number and any constraints that are required as part of that condition.

## 6.3.3 Timing and Duration of Activity

- 6.3.3.1 It may be considered necessary and appropriate to limit the days and times of day when an activity may be carried out. In these cases model condition WS10 will be attached to the permit. Scenarios include, but are not limited to:
  - to maintain traffic lanes during peak periods the site may only be occupied between certain times on certain days
  - to limit activities that might affect an event on the public highway
  - to restrict works on weekends or bank holidays
- 6.3.3.2 Model condition WS10 may also be used to formalise extended and out of hours working patterns, for instance where it has been agreed to carry out an activity in the evening or at night, or that an activity must take place, or is prohibited, at any time on weekends and Bank Holidays.
- 6.3.3.3 In some situations it is helpful for the Permit Authority to be informed of an activity finishing on site as soon as is practical, notwithstanding the requirement to provide a Section 74 notice of Works Stop.
- 6.3.3.4 In general these activities will only be on strategically significant streets where the impact of the activity is severe and the Permit Authority needs be required to inform stakeholders and take any other necessary steps to open up the highway or mitigate the impact of the activity once it is completed and clear.
- 6.3.3.5 A condition in the form of WS65 will be applied in these situations requiring the activity promoter to inform the Permit Authority of the end of carriageway occupation, or of a site clear, within two hours. The manner in which the Permit Authority should be contacted is specified in the WaSP scheme Operational Guidance.

## 6.3.4 Road Space

- 6.3.4.1 The amount of space that activities in the highway occupy can have a major impact on congestion and disruption levels. Equally, the impact of a relatively small activity could be magnified considerably if associated plant and excavated material take up a substantial area, possibly resulting in lane restrictions and temporary traffic control.
- 6.3.4.2 WaSP scheme authorities should recognise that any conditions relating to the area of occupancy have to be realistic and allow for the activity to be carried out in compliance with statutory guidance and codes of practice, especially in relation to safety, and within the restrictions imposed by the available industry resources and technical capabilities.
- 6.3.4.3 Where a traffic management plan or illustration is required, condition WS30 will be attached in order to reference this. Such an illustration may also include locations of where materials and plant are to be stored on site as well as the wider traffic management or site footprint (see section 5.5.6).
- 6.3.4.4 Where there is no illustration required, then this condition may be attached to describe the permitted site footprint, for instance indicating width and/or length of road space that can be occupied, or the minimum road space that is available to all traffic, including pedestrians, at certain times of the day.
- 6.3.4.5 The activity promoter should note that if the works are likely to impede other highways operations such as gritting or rubbish collection then condition WS30 should be used to identify how this will be managed.

- 6.3.4.6 For an Immediate activity, the works area may be agreed after the works have started on site. Where changes to the site are agreed, these must be implemented within an agreed timeframe and WS30 must be submitted as soon as practicable but no later than 10:00am on the next working day.
- 6.3.4.7 Where disruption can be minimised by the removal of both plant and/or materials that are unnecessary then model condition WS20 will be applied. The condition should only be used where the storage of the materials and/or plant may cause problems on site or impede traffic unnecessarily.
- 6.3.4.8 The Permit Authority may impose WS20 after an activity has begun if it becomes clear that the site requires more space than anticipated, or is being managed in a way that is detrimental to the network operation. In these cases the activity promoter must comply with the Authority Imposed Variation (see section 8.3) or the Permit Authority may use its provisions under Regulation 18.

#### 6.3.5 Traffic Management provisions

- 6.3.5.1 The way traffic is managed during an activity can have a major influence on congestion and disruption.
- 6.3.5.2 Activity promoters should use model condition WS30 to reference any traffic management plans or illustrations as detailed previously.
- 6.3.5.3 There may be occasions where additional approvals are required. Model condition WS43 should be used to reference these. This includes, but is not limited to:
  - relevant approvals for bus stop suspensions
  - agreements for the use of temporary traffic signals. It should be noted that all use of temporary traffic signals require the approval of the Authority (see section 13.11).
  - a Temporary Traffic Regulation Order or Notice in order to close a road or section of a road, or to restrict traffic (Section 13.1).
- 6.3.5.4 Any applicable reference number should be quoted in the condition if approval has been gained.
- 6.3.5.5 It is not necessary to have gained the approval of the relevant authority prior to submission of the permit application, and the permit should not be refused unreasonably, however it is necessary to have these approvals in place prior to commencement of the activity otherwise the activity promoter may be committing an offence.
- 6.3.5.6 Where there are multiple stages of traffic management for an activity, and where each subsequent stage cannot start until a previous one has ended, model condition WS41 should be attached to define each stage.
- 6.3.5.7 To ensure that each stage will not start until the specific traffic management arrangements are put in place, model condition WS40 must be attached.
- 6.3.5.8 The use of these two conditions will allow changes to the activity to take place without the need for multiple Permit Variations.
- 6.3.5.9 These conditions might be adapted to include the requirement that the activity promoter informs the Permit Authority that it has completed a stage before moving on to the next stage so that it can inform road users and implement complementary traffic management measures to minimise disruption.

6.3.5.10 It is essential that where a diversion is in place the signage be maintained to ensure that the route is fully signed (see Section 13.8). In such cases model condition WS42 must be attached.

## 6.3.6 Methodology

- 6.3.6.1 It is accepted that the Permit Authority may not be in a position to make an engineering judgement on the methodology employed by the activity promoter. However, under its duties to minimise congestion and disruption the Permit Authority must be satisfied that the methodology employed is best able to mitigate against disruption and inconvenience as well as taking into account the practicalities of working and safety.
- 6.3.6.2 Where there is an agreement for a specific manner in which the activities are to be carried out (typically where the method is not the normal way of working) then model condition WS50 should be attached.
- 6.3.6.3 Notwithstanding the manner of reinstatement allowed in Section 70 of NRSWA, where there is an agreement to complete an interim or permanent reinstatement in certain situations then model condition WS51 will be attached. Typically this may be, but is not limited to:
  - where the Permit Authority considers it essential that a permanent reinstatement is undertaken to avoid a return visit in heavily trafficked areas, or where an interim reinstatement would be detrimental to a high tourist or high amenity area
  - where an interim reinstatement maybe required to open up a road as quickly
    as possible to normal trafficking, or where it would be beneficial to plan a high
    quality permanent reinstatement because of the materials required, or the time
    needed to source them
- 6.3.6.4 In some high amenity or tourist areas specialist materials such as York Stone, decorative resin bound aggregate surfaces or mastic etc., is required as part of the reinstatement (see section 13.10). Where the activity is planned and it is agreed that a permanent reinstatement will be completed then model condition WS52 will be attached to ensure that the appropriate materials and, where necessary, qualified operatives are available for the activity before the activity can commence.

## 6.3.7 Consultation and publicity

- 6.3.7.1 It is likely that many Major activities, particularly those with durations of 11 days or more, will require comprehensive publicity and consultation.
- 6.3.7.2 The timescales involved in Major works should allow much of this to take place during the PAA stage. Since a PAA cannot have conditions attached, on submission of the permit application the activity promoter will provide evidence that this has taken, or is taking, place and this will be reflected in model condition WS63 attached to that application.
- 6.3.7.3 Where non-major activities have the potential to be especially disruptive to local residents, businesses or road users, the Permit Authority may expect the activity promoter to provide advanced notice to nearby households or businesses or to provide advance signs for traffic. Model condition WS63 should be used to reference these agreements and requirements.
- 6.3.7.4 During the coordination process, when the Permit Authority ascertains that other organisations need to be consulted with before an activity may take place then model condition WS62 will be attached to a permit to ensure that discussions have taken place and any necessary agreements are reached with those organisations before the activity promoter may commence their activities.

- 6.3.7.5 The Permit Authority will provide details within their ASD of which council departments or external organisations need to be consulted with before the activity can take place at a particular section of street.
- 6.3.7.6 Organisations that may require consultation with include, but are not limited to:
  - the Environment Agency
  - English Heritage
  - the Ministry of Defence
  - Network Rail
  - other departments of the Permit Authority such as the arboricultural department, Environmental Health, or traffic signals departments.
- 6.3.7.7 The Permit Authority will provide assistance and advice to the activity promoter on what agreements or assurances are needed, however the activity promoter remains responsible for obtaining them.
- 6.3.7.8 It is not necessary to have gained the approval of the relevant authority prior to submission of the permit application, and the permit should not be refused unreasonably, however it is necessary to have these approvals in place prior to commencement of the activity otherwise the activity promoter may be committing an offence.
- 6.3.7.9 The effect of planned activities to a Public Transport provider, such as bus company, has to be taken into account when the Permit Authority considers the permit application. These providers require consultation on the planned works to provide alternative services in order to minimise the impact of works. Model condition WS62 should be used to reference the agreements reached.
- 6.3.7.10 As stated in section 5.4.5.7, where an activity will take place on a strategically significant street where the disruption from the activity is expected to be considerable, the Permit Authority should be informed if there is a delay to starting works. This is so that they can put into place mitigation or inform stakeholders. Model condition WS64 must be applied on any permit where the Permit Authority considers that a delay in starting an activity might be particularly problematic.
- 6.3.7.11 The method of informing the authority will be as determined during the permitting and coordination process.

#### 6.3.8 Environmental conditions

- 6.3.8.1 Where the disturbance from noisy work is likely to be substantial, the Permit Authority must take into account local factors, such as businesses, schools, hospitals etc, when agreeing what hours an activity may take place. In these situations the type of works taking place at any point during the activity may need to be limited to certain times, for instance ensuring the noisy element of an activity only takes place during part of the day.
- 6.3.8.2 In such cases model condition WS70 should be used to limit the environmental impact. The activity promoter may be required to contact the authority's Environmental Health Officers to agree the proposals and model condition WS62 will be attached as described in the previous section.
- 6.3.8.3 Section 13.12.1.5 provides for a condition to be attached where additional care must be taken in regards to maintaining the site in a clean and tidy condition throughout the works duration. This might include swift removal of any waste from a site or spillage of materials onto the public highway. In such cases, and a model condition adapted from WS71 may be used.

- 6.3.8.4 Where trees are affected by an activity proposal, the activity promoter must contact the Permit Authority's arboricultural department. Any requirements they have must be referred to in the application and reflected in the model condition WS62.
- 6.3.8.5 In general this applies to excavations within the tree 'prohibited' zones, as defined in NJUG Publication Volume 4 NJUG Guidelines for the Planning, Installation and Maintenance of Utility Apparatus in Proximity to Trees, however it is good practice to seek advice from the Permit Authority when undertaking an activity within the 'precautionary' zone.

#### 6.3.9 Local conditions

6.3.9.1 The regulations allow the Permit Authority to apply local conditions. Any local condition text that is provided by each WaSP scheme authority will be set out in the authority Addendum (Chapter 18).

## 6.4 Permit conditions attached to Highway Works

- 6.4.1.1 As noted in section 6.1.1.5 model conditions may be imposed on all permits regardless of promoter.
- 6.4.1.2 Regulation 10(3) allows the Permit Authority to attach a condition to a permit in respect of works to be carried out by or on behalf of a highway authority, requiring the highway authority to consult with any person who has apparatus likely to be affected by the permit works. This will be considered a standard condition of a permit and its application for all highway authority works.
- 6.4.1.3 In these instances the Permit Authority will require the highway authority and its contractor to take all reasonably practicable steps to comply with any requirement made by that person which is reasonably necessary for the protection of the apparatus or for securing access to it.

## 6.5 Conditions placed on Immediate activities

- 6.5.1.1 Immediate activities are by definition emergency or urgent and therefore may commence without a permit being in place.
- 6.5.1.2 Regulation 13 provides for the WaSP scheme to impose conditions on an activity that is not the subject of a permit, effectively the period of time between an Immediate activity starting on site and the issuing of the permit.
- 6.5.1.3 An application for Immediate activities must be given within two hours of the activity starting or in the case of the activity taking place out of normal working hours, within two hours of the commencement of the next working day.
- 6.5.1.4 The activity promoter must contact the Permit Authority immediately should the street be indicated within the authority's ASD as one where "early notification of Immediate Activities is required".
- 6.5.1.5 At any stage of an Immediate activity, where the activity promoter requires the use of temporary traffic signals or to shut the road, the activity promoter must contact the Permit Authority prior to implementing these traffic management provisions.
- 6.5.1.6 Standard model condition WS61 will apply to all Immediate activities at all times. The WaSP scheme does not require this condition to be formally attached to individual permit applications or granted permits as they are taken as being contained in either form on all Immediate permits or applications.
- 6.5.1.7 Section 13.9 provides further detail on emergency traffic management measures.

- 6.5.1.8 It is accepted that for Immediate activities very little may be known about the location of the activity prior to attendance on site. The activity promoter should make every effort to supply additional conditions if required, based on the information provided from site.
- 6.5.1.9 These conditions should be submitted as soon as reasonably practical, but in any event within 24 hours of the activity starting on site, or by the end of the first working day following commencement of the activity where this takes place on a weekend or bank holiday. The Operational Guidance will provide more detail on the timeline for this requirement.
- 6.5.1.10 The Permit Authority may impose conditions on Immediate activities where it feels necessary to do so. The imposition of such conditions will be reasonable, and based on the Permit Authority's knowledge of a particular location or area and the implications such an activity might have on the network or for safety. The activity promoter must submit a modified application or permit variation within two hours reflecting the imposed conditions.
- 6.5.1.11 For an immediate activity, the works area may be agreed after the works have started on site. Where changes to the site are agreed, these must be implemented within an agreed timeframe and WS30 must be added to the permit as soon as practicable but no later than 10:00am on the next working day.
- 6.5.1.12 Prior to the issuing of a permit for Immediate works, the activity promoter must work within the terms and conditions supplied in its original application.
- 6.5.1.13 Where other approvals might be required (for instance bus stop suspensions, TTROs etc) then these should be submitted as soon as reasonably possible. This will ensure that the Permit Authority is fully aware of potential problems at that location, and is able to give advice and assistance quickly and effectively and to ensure that the activity promoter acts responsibly and is not undertaking an activity without the required approvals and. WS43 may be required retrospectively to reference these approvals.

# 7 Issuing a permit and other responses

# 7.1 Permit responses

- 7.1.1.1 In accordance with regulation 16 the Permit Authority will respond to all permit applications within the timescale set out in table 1 below. A response corresponds to an EToN notification of Grant Permit or Refuse Permit or Permit Modification Request, or any other required future EToN notification.
- 7.1.1.2 Any Permit Authority operating the WaSP scheme must act reasonably in reaching decisions with respect to applications for a permit. In particular they will consider whether issuing the permit will accord with their statutory duties to co-ordinate and to manage the network and the objectives of the WaSP scheme.

ACTIVITY TYPE	Minimum application periods ahead of proposed start date		Minimum period before permit expires for applicatio n for	Response time for issuing a permit or seeking further information or discussion		Respons e time for respondin g to applicatio ns for permit variations
	PAA	PA	variation (including extension )	PAA	PA	
Major	3 months	10 days	2 days or 20% of the original duration whicheve r is the longer	1 calendar month	5 days	2 days
Standard	N/A	10 days		N/A	5 days	
Minor	N/A	3 days		N/A	2 days	
Immediate	N/A	2 hours after		N/A	2 days	

Notes: "days" in the above table refer to working days, as defined in NRSWA and the permit regulations.

These timescales may be subject to amendment by legislation

Table 1: application and response times

# 7.1.2 Issuing a permit

- 7.1.2.1 If the Permit Authority is content that all the information contained in the application meets an acceptable standard of detail to enable it to consider fully the impact of the activity and the suitability of the timing and methodology and any conditions attached to the application, it will issue a permit by way of a Grant Permit EToN notification.
- 7.1.2.2 Each permit issued will be given a unique reference number. Details of the numbering system are given in the Technical Specification for EToN.

#### 7.1.3 Amending a permit application

- 7.1.3.1 If it is necessary to seek further clarification of the information contained in the application then the Permit Authority will endeavour to resolve this within the mandatory response times so that the estimated start date and duration of the original application remains.
- 7.1.3.2 The Permit Authority should submit a Modification Request EToN notification to allow the activity promoter the opportunity to make amendments to their application and resubmit this within the required timeframe.
- 7.1.3.3 As long as the timeframes are met, the original start and end dates of the first application can be kept and no early start agreements are required.
- 7.1.3.4 If the matter cannot be resolved satisfactorily within the timeframes or the response period then the Permit Authority will refuse the application.
- 7.1.3.5 If the Modification Application is not subsequently submitted within the required timeframes then in accordance with regulation 16(3) the Permit Authority will consider the application refused.
- 7.1.3.6 The EToN technical specification sets out the requirements and timelines in more detail.

# 7.1.4 Refusing a permit

- 7.1.4.1 A Permit Authority cannot refuse legitimate activities. However if the application does not contain the required information to the satisfaction of the Permit Authority then the Permit Authority will refuse the permit by way of a Refuse Permit EToN notification.
- 7.1.4.2 A Refused permit must clearly detail the reasons for refusal so that the activity promoter is able to amend their subsequent application.
- 7.1.4.3 Where an application has been refused and the activity promoter is able to submit a suitably amended application that requires an 'early start' (see also section 5.4.7) to maintain the original requested time slot, the Permit Authority will endeavour to agree the same start date. However, this is at the discretion of the Permit Authority being confident in the amended application and that there is no subsequent conflict with another activity. The activity promoter should follow the 'early start' procedure as detailed in the WaSP scheme Operational Guidance.
- 7.1.4.4 Where other activities are scheduled to take place in the same street, or other streets affected by the proposed activity at the same time, the Permit Authority may refuse a permit for the period requested but propose to grant it for different times. The refusal should clearly state a suitable timeframe, or invite the activity promoter to contact the Permit Authority to discuss acceptable options before applying for a new permit.
- 7.1.4.5 The WaSP scheme Operational Guidance contains information on refusals and sets out to provide a common framework for refusing applications across the WaSP scheme, including the use of standardised refusal texts.

#### 7.1.5 Deemed Permits

- 7.1.5.1 When the Permit Authority fails to respond within the required timescales, or where for technical reasons the response does not reach the activity promoter within the required timescales, that permit is considered to be deemed to be granted.
- 7.1.5.2 In these situations, the activity promoter is at liberty to continue to undertake their activity in line with their original permit application. However, the activity should not

- take place in a manner different to that intended by the original application and indicated by the permit content and proposed conditions.
- 7.1.5.3 When it becomes apparent to the Permit Authority that a permit has deemed, then it is good practice for the Permit Authority to consider the permit as it stands and contact the relevant activity promoter if it becomes clear that the activity should not proceed as detailed. This might be because the conditions or the contents of the application itself are insufficient, or where a conflict between activities is likely, or where the activity is likely to cause considerable disruption that could be mitigated through discussion and changes.
- 7.1.5.4 In these cases, the activity promoter should discuss and agree any changes required by the Permit Authority. The fee for the variation, or cancellation and resubmission, to that original deemed permit should be waived by the authority.

# 7.2 Right of Appeal

7.2.1.1 The promoter has a right of appeal, detailed in Chapter 12, if it is unable to reach agreement with the Permit Authority over the terms it requested or the conditions attached. In the case of Immediate activities it may be that work has to stop until the issues are resolved.

# 8 Variations to permits

- 8.1.1.1 Changing circumstances, for either an activity promoter or an authority, may require permits and/or the conditions attached to them to be varied. This might be because of a changing situation on site, or unexpected events affecting the network requiring a reconsideration of the way the activity is being carried out.
- 8.1.1.2 Regulation 15 provides for the WaSP scheme to allow permit variations. Variations to a permit need to be made before the permit expires or passes its end date. The method and content of applying for a Variation notification are detailed in the EToN technical specification.
- 8.1.1.3 As set out in section 5.3, a PAA cannot be varied. In circumstances where the details of a PAA have changed but a full Permit has not yet been issued, the activity promoter must inform the Permit Authority of the proposed changes and the Permit Authority will indicate whether a new PAA is required or a Permit Application containing the new information must be made.

# 8.2 Variations initiated by the activity promoter

#### 8.2.1 Necessary variations

- 8.2.1.1 From time to time an activity promoter will need to apply for a justifiable variation to a permit and/or its conditions. Some situations where a variation may be needed are:
  - because the proposal in the original application was inaccurate or unrealistic
  - because the location or the method of working has changed in some way
  - where the activity promoter requires an extension to the agreed duration
- 8.2.1.2 The Permit Authority recognises that it should not prevent necessary activity, so the variation is likely to be granted, although the Permit Authority may require the conditions attached to the original permit to be varied or new conditions added if the changes to the permit warrant it.

#### 8.2.2 Applying for a variation

- 8.2.2.1 The activity promoter should make a request to vary the permit as soon as it becomes clear that the activity might require a change or may overrun so that the Permit Authority can investigate the request to satisfy itself that the proposed variation is appropriate and reasonable.
- 8.2.2.2 Regulation 15 (2) provides the following ways of applying for a permit variation:
  - where the existing permit has more than 20% of its duration or more than two days to run, whichever is the longer, the activity promoter must apply for a variation electronically. This is to ensure that the variation is captured within the Permit Authority mandatory response time.
  - in any other case the activity promoter should first telephone the Permit Authority to ascertain whether the Permit Authority is prepared to grant the variation. If the Permit Authority agrees then the variation must be applied for electronically.
- 8.2.2.3 The Permit Authority will set out a procedure for requesting a variation to a permit within the WaSP scheme Operational Guidance.

- 8.2.2.4 It must be noted that a permit cannot be varied after it has expired (passed the permit end date). In these cases a new permit must be applied for. The activity promoter may be working illegally during this period.
- 8.2.2.5 Activity promoters must provide full details of the amendments made to the permit, either by telephone or as a works comment to enable the Permit Authority to fully consider the implications of the changes.
- 8.2.2.6 If the Permit Authority is content that all the information contained in the application meets an acceptable standard of detail to enable it to consider fully the impact of the activity and the suitability of the timing and methodology and any conditions attached to the application, it will issue a permit by way of a Grant Permit EToN response. A standard permit variation charge will apply.
- 8.2.2.7 The Permit Authority will respond to the request within two days of receipt (as shown in table 1, section 7.1.
- 8.2.2.8 If electronic systems fail then the application should be sent by another way such as email (section 5.8).

#### 8.2.3 Extensions

- 8.2.3.1 In certain situations, an activity promoter may not be able to complete the works within the original permit duration and an extension to the permit may be required.
- 8.2.3.2 The Permit Authority is under no obligation to allow an activity to run beyond its permitted period. An activity that continues past its end date without a valid permit in place may constitute a criminal offence.
- 8.2.3.3 Where the Permit Authority considers the proposed extension to be reasonable and the activity does not conflict with other planned activities then the Permit Authority will not unreasonably withhold the extension.
- 8.2.3.4 There may be occasions where the Permit Authority does not consider the proposed extension to be reasonable. For instance, this might be due to poor works management by the activity promoter or an issue on site that the Permit Authority considers should have been dealt with more expediently. In these cases, the Permit Authority will grant a variation to the permit so that the activity promoter is not operating without a valid permit in place. However, the Permit Authority will use its powers under Section 74 of NRSWA to charge the activity promoter for an overrun of the 'reasonable period'.
- 8.2.3.5 Although in many cases the Permit Authority will grant the permit extension to minimise the disruption of a return visit, it may be necessary for the activity promoter to vacate the street to allow another activity to take place or to open up space for traffic. In these situations the activity promoter must submit a new application to complete the activity at a later date.
- 8.2.3.6 The Permit Authority will set out a procedure for requesting an extension to the permit within the WaSP scheme Operational Guidance.

#### 8.2.4 Illegitimate phasing of activities

- 8.2.4.1 Where the Permit Authority can establish to its reasonable satisfaction that a subsequent permit application has been made at any given location as a result of:
  - The closure of works following a refusal by the Permit Authority to grant an extension to the duration of a previous permit, or
  - The premature closure of the works by the activity promoter, before all those works specified in the works description given by the activity promoter are completed, to avoid an overrun under Section 74 occurring.

8.2.4.2 The Permit Authority may grant a subsequent permit with start and finish dates to allow the initial activity to be completed. The duration for this subsequent permit will reflect the illegitimate phasing of activities for these works and overrun charges will be applied in accordance with the current Section 74 regulations.

#### 8.2.5 Multiple excavations

- 8.2.5.1 Immediate activities may require the activity promoter to make several registerable openings in a street, for instance to locate a fault or a leak. As such the activity promoter must submit the first permit application detailing the location of the initial excavation within two hours of starting work.
- 8.2.5.2 The activity promoter must telephone the Permit Authority within two hours and give the location for further excavations on the same street within 50metres of this initial excavation. No permit variation will be required and therefore no charge will be applied.
- 8.2.5.3 Where the additional excavations are more than 50metres from the first, a permit variation application will be required. A standard permit variation charge will apply. The Permit Authority may opt to waive this charge if it feels the activity and notifications are being well managed.
- 8.2.5.4 Further excavations will be dealt with in the same way as these two examples, in 50-metre bands.
- 8.2.5.5 It should be noted that all excavations must be accurately recorded upon registration of the works.
- 8.2.5.6 If additional excavations are carried out in different streets (different USRN), or at a location that is substantially separate from the previous excavations then a separate permit application should be applied for.
- 8.2.5.7 If the activity promoter has made all reasonable efforts to contact the Permit Authority by telephone and cannot, they should record that and send the message electronically.
- 8.2.5.8 Although the above examples relate to Immediate works, there may be scenarios where such a process may be followed for other activity types. The activity promoter should contact the Permit Authority first to gain approval before initiating this process.

#### 8.2.6 Fees for promoter initiated variations

- 8.2.6.1 Applications for permit variations initiated by the activity promoter may be charged a fee. This is subject to the exemptions detailed in Chapter 9 and individual permit fee profiles for each WaSP scheme authority.
- 8.2.6.2 Where a variation to extend a permit takes that permit into a higher works category, the activity promoter will be required to pay the difference between the permit fees for the two categories as well as the permit variation fees.
- 8.2.6.3 Fees for each WaSP scheme Permit Authority are given in Appendix G and detailed in the authority Addendum (Chapter 18).

#### 8.3 Variations initiated by the Permit Authority

#### 8.3.1 Necessary variations

8.3.1.1 Once a permit is issued, the activity promoter should have reasonable confidence that the road space will be available to them. Nevertheless, there may be

circumstances beyond the Permit Authority's control that necessitate a change in either the permit or its conditions.

- 8.3.1.2 Such changes should happen only when the new circumstances could not have been reasonably predicted and where the impact is significant. For example, extra traffic being diverted onto the road for which the permit has been issued due to another road being closed by floods, burst mains or a dangerous building, etc. If the consequent disruption cannot be mitigated in a better way it may be necessary to vary aspects of the permit such as the time or manner of working.
- 8.3.1.3 The Permit Authority must contact the activity promoter as soon as it becomes aware of a potential problem to discuss the best way to deal with the situation. However it is vital that both parties work together to ensure the circumstances on the ground can be properly coordinated and managed, while ensuring the activity promoter can best manage their changing situation to minimise further inconvenience and disruption and expedite the works swiftly.
- 8.3.1.4 If changes to the activity are required, a Permit Variation detailing the new terms should be applied for by the activity promoter. It may be necessary for the Permit Authority to first issue an Authority Imposed Variation EToN notification to annotate the required changes, before the activity promoter submits a Permit Variation and the Permit Authority can subsequently grant this.
- 8.3.1.5 It may be that instead of a permit variation, a new permit is issued, particularly if the activity promoter is required to suspend their operation or leave site. This should be agreed first between the Permit Authority and activity promoter.
- 8.3.1.6 The Permit Authority recognises that requesting a variation to a permit may cause substantial disruption to the activity promoter. However where agreement cannot be reached, the Permit Authority will issue an Authority Imposed Variation EToN notification to direct the changes it feels necessary to best manage the activity on the ground. The promoter must comply or reinstate and leave site. The promoter may then invoke the dispute resolution procedure set out in Chapter 12.

## 8.3.2 Fee for authority initiated variations

8.3.2.1 No fee is payable for permit variations initiated by the Permit Authority, unless at the same time, the activity promoter seeks variations which are not the result of the circumstances causing the Permit Authority action. In such a case a variation fee would be payable, subject to the exemptions detailed in Chapter 9 and each individual WaSP scheme authority permit fee profile. The Permit Authority should act reasonably in this matter.

# 8.4 Suspension, postponement or cancellation of a Permit

- 8.4.1.1 There is no mechanism in the regulations to formally suspend or postpone a permit, only for varying or revoking it them.
- 8.4.1.2 If the Permit Authority has to suspend or postpone an activity that it has already issued a permit for but which it intends should happen at a later date, it should use the permit variation provisions as described above to enforce the change of dates. No fee will be charged for such authority-initiated variations.

### 8.4.2 Suspension or revoking a permit

8.4.2.1 Regulation 10(4) allows a WaSP scheme authority to revoke a permit where it considers that an activity promoter is failing to comply with the terms of that permit and its conditions.

- 8.4.2.2 The Permit Authority will inform the activity promoter immediately if it becomes necessary to do so and allow a reasonable timeframe for the undertaker to either suspend its activities pending an agreement to continue working or to make the site safe and leave site. Where necessary the Permit Authority may use its provisions under Regulation 18 to clear the street or take any other action necessary.
- 8.4.2.3 The Permit Authority should consider whether other sanctions are more suitable than, or necessary in addition to, the revoking of a permit (see Chapter 11).
- 8.4.2.4 Where a new permit or permit variation is required to resume an activity, a fee will be payable in line with the permit charges set by that WaSP authority, unless the Permit Authority has to revoke a permit through no fault of the activity promoter in which case there will be no charge for a replacement application (see section 9.3).

# 8.4.3 Cancelling a permit

- 8.4.3.1 If a promoter wishes to cancel a permit or withdraw a permit application for which they have no further use, they should submit a cancellation notice for that permit, as detailed in the EToN technical specification.
- 8.4.3.2 On strategically significant streets the cancellation should be submitted on the day before the due permit start date so that the Permit Authority can put in place any mitigating action it feels necessary.
- 8.4.3.3 There is no fee for cancelling a permit although the charge for issuing the permit originally will remain payable.
- 8.4.3.4 Any activity that takes place after a permit is cancelled may constitute a criminal offence.
- 8.4.3.5 A permit that is 'in progress', or one for Immediate activities, should not be cancelled unless that works status has been submitted in error. The EToN technical specification details how these situations should be dealt with.

#### 8.5 EToN failures

8.5.1.1 Where there is an EToN system failure by either the activity promoter or the Permit Authority, an alternative strategy must be implemented (see section 5.8).

# 9 Permit charges

#### 9.1 Introduction

- 9.1.1.1 Under Regulation 30 the WaSP scheme is able to charge statutory undertakers a fee in the following circumstances
  - The application of a provisional advance authorisation
  - The issue of a permit
  - The variation of a permit or the conditions of a permit
  - The difference between fees for an activity when it moves from one works category to another

#### 9.2 Fee levels

- 9.2.1.1 The WaSP scheme Permit Authority's will set their fee levels independently of each other, in accordance with the DFT document *Permit Fees Guidance (July 2008)*, and the *Additional Advice Note for developing and operating future permit schemes (January 2013)*, and in accordance with the maximum fee levels specified in Regulation 30.
- 9.2.1.2 Fees for each WaSP scheme Permit Authority are given in Appendix G and detailed in authority Addendum (Chapter 18).
- 9.2.1.3 Income from the scheme will only be used to meet the allowable costs of running the scheme.

# 9.3 Waiving permit fees

- 9.3.1.1 Regulation 30 also provides a mechanism for discounting or waiving the normal permit fee. Under the WaSP scheme a promoter will not be charged a fee:
  - if the activity promoter is a highway authority or is carrying out Works For Road Purposes (works on behalf of a highway authority)
  - if a permit is deemed to be granted because the Permit Authority had failed to respond to an application in the time required
  - if a permit variation is initiated by the Permit Authority
  - where the Permit Authority has to revoke a permit through no fault of the activity promoter there will be no charge for a replacement permit.
  - for the maintenance of fire hydrants carried out by the fire service or a contractor designated by the fire service to carry out this work on their behalf
  - where the works are Diversionary Works as a result of a Major Highway or Bridge works, initiated by the Highway Authority, as described in Section 86 of NRSWA.
- 9.3.1.2 In addition, the Permit Authority may waive an individual charge where it considers such action is merited.

#### 9.4 Reduced permit fees

9.4.1.1 A minimum discount of 50% will be applied in the following situations.

#### 9.4.2 Collaborative works

9.4.2.1 Regulation 31(4) provides for a permit fee discount where activity promoters are collaborating, either in timing or extent of the programmed activity, to reduce the

impact of their works. This includes where statutory undertakers are collaborating with highway authority works.

9.4.2.2 The Permit Authority must be satisfied that all activities are designed and are being undertaken in a manner that minimises the impact of the works. All promoters must apply for a permit and these must be cross-referenced to one another so that the Permit Authority is able to identify the scope of the collaborative working. The applications must be made within three days of one another.

### 9.4.3 Multiple applications for single activity

9.4.3.1 The Statutory Guidance requires the Permit Authority to apply a discount where an activity promoter submits multiple permit applications where an activity is part of a project that involves working on more than one adjacent streets. For example if repairs on a pipe go round a corner from one street into another. It is not intended to cover whole area wide projects in a single permit.

#### 9.4.4 New Connections

- 9.4.4.1 A discount will be applied where a new connection is being made at the request of a statutory undertaker's customer. This will only apply in the case of completely new or first time connections.
- 9.4.4.2 The statutory undertaker will be required to show clearly on the customer invoice that the permit fee is waived by the Permit Authority, and indicate that this is part of a joint agreement with the Permit Authority. A copy of this invoice must be provided to the Permit Authority if required.

#### 9.4.5 Working only outside traffic-sensitive times

- 9.4.5.1 A discount will be applied where an activity promoter is able to undertake their works outside of traffic-sensitive times on a strategically significant street.
- 9.4.5.2 In general, this is only applicable on works that are less than one-day duration since these can fall between or after peak periods. However, this discount should also be applied to works where carriageway impact is minimised for peak or traffic-sensitive periods, for instance opening up the carriageway by using plating, or a change of traffic management/control etc when operatives are not working on site.
- 9.4.5.3 Suitable permit conditions would need to be attached (Chapter 6), and it would be necessary to gather evidence from site (for instance photos or inspection records) to show that this condition was being maintained for the duration of the activity or as agreed. Suitable evidence provided by the activity promoter or contractor should be acceptable as long as it meets the requirements of the Permit Authority to ascertain compliance.

## 9.4.6 Innovation

- 9.4.6.1 A discount will be applied where the activity promoter is able to undertake their works using an innovative working practice and achieve a saving in disruption.
- 9.4.6.2 In order to apply this discount there bust be quantifiable benefits, for instance either a significant reduction in duration or a physical reduction in site footprint that allows a higher level of trafficking.
- 9.4.6.3 The Permit Authority should, where possible, quantify this benefit economically, in order to justify this discount. These situations should be highlighted within the WaSP scheme authority's annual report.
- 9.4.6.4 It will be the intention of the WaSP scheme that the Working Group will work with statutory undertakers to define more clearly situations where this discount may be

applied and this will become part of the WaSP scheme Operational Guidance. As new technologies or methodologies become the norm then these agreements may need to be reconsidered regularly.

# 9.4.7 Economic development

- 9.4.7.1 A discount may be applied where it is demonstrated that an activity provides significant economic benefit to the local authority or Council. For instance supplies for a new development, or where it is demonstrated that a network investment programme is being undertaken to meet customer demand.
- 9.4.7.2 The WaSP scheme Operational Guidance will detail instances when this discount will be applied.

#### 9.4.8 Other situations

9.4.8.1 Each WaSP scheme authority may waive an individual charge or offer a discount where it considers such action is merited.

# 9.5 Individual authority discounts

9.5.1.1 Each WaSP scheme Permit Authority may set out additional circumstances where it will always waive or discount permit fees and this will be contained in the authority's Addendum (Chapter 18).

# 9.6 Additional charges

9.6.1.1 Where a variation to extend a permit takes that permit into a higher works category, the activity promoter will be required to pay the difference between the permit fees for the two categories as well as the permit variation fees.

#### 9.7 Fee review

- 9.7.1.1 Each WaSP scheme authority will review its level of fees annually to ensure that the overall fee income does not exceed the allowable costs. The outcome of the annual fee reviews will be published and open to public scrutiny.
- 9.7.1.2 If a sustained surplus or deficit occurs over a number of years the fee levels will be adjusted accordingly.

# 9.8 Invoicing arrangements

- 9.8.1.1 Problems with electronic systems, or incorrect sequencing of notices, or other reasons may lead to differences between the activity promoter and the Permit Authority over what each party consider applicable charges.
- 9.8.1.2 It is therefore anticipated that for each month a 'draft invoice' will be produced and submitted to the activity promoters for them to review and reconcile with their own systems.
- 9.8.1.3 Following this submission there will be a ten-day period to enable the activity promoter to agree the charges with the Permit Authority.
- 9.8.1.4 Following agreement, the Permit Authority will submit a final invoice under its normal terms of payment.
- 9.8.1.5 The WaSP scheme Operational Guidance will set out a process for invoicing and payment terms.

# 10 Charging for overrunning activities

- 10.1.1.1 The WaSP scheme authorities will operate an overrun charging scheme under Section 74 of NRSWA, along side this permit scheme.
- 10.1.1.2 The scheme will apply as set out in the Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) regulations and any future amendments as detailed in regulations or the relevant code of practice.
- 10.1.1.3 Permit scheme regulation 37(4) modifies Section 74 of NRSWA to allow the duration of the activity to be set or modified through the permit application and variation process.
- 10.1.1.4 Where the permit Authority has reason to believe that overrun charges are being avoided through the misuse of permit phases, it will treat a subsequent permit application as an illegitimate use of phases (see 8.2.4).
- 10.1.1.5 Activities carried out by, or on behalf of, a highway authority are not subject to Section 74 overrun charges. However, under the WaSP scheme promoters of such activities will be required to follow the same procedures as promoters who are undertakers. The Permit Authority will inspect such activities in the same way as an undertaker's activity and will provide Key Performance Indicators (KPIs), as described in Chapter 14, as an indication of performance in relation to overrunning works.
- 10.1.1.6 For the purposes of Section 74, those strategically significant streets that do not fall into the regulatory definition of "traffic sensitive" will not be charged at the higher section 74 rates (see section 4.2.4).

# 11 Permit Offences and sanctions

#### 11.1 Permit offences

- 11.1.1.1 The permit regulations create two offences for statutory undertakers
  - Carrying out activities on the street without a permit, or in the case of immediate works not applying for a permit within two hours of the works starting
  - Carrying out activities on the street or highway in a way that contravenes the
    conditions attached to a permit, or the conditions that are applied to an
    immediate activity before a permit is issued for those activities.
- 11.1.1.2 Permit offences do not apply to highway authority activities, however the Permit Authority will monitor these activities in the same way it does statutory undertakers to ensure a consistent approach (see Chapter 14).
- 11.1.1.3 Immediate activities may start without a permit in place, however, the activity promoter must apply for a permit within two hours of starting work or by 10:00 the following working day where the activity begins outside of normal working hours. The activity promoter can then continue working within the terms of any conditions that apply to its application, for example regarding working hours (see section 6.5).
- 11.1.1.4 The Permit Authority will issue a permit within two days of the activity starting. Once issued, the activity promoter is bound by the terms of the permit and the attached conditions. This supersedes the terms in the application and any previous conditions set by the authority.

# 11.2 Working without a permit

- 11.2.1.1 Regulation 19 creates the criminal offence for an undertaker or someone acting on its behalf to undertake works without a valid permit.
- 11.2.1.2 A permit will cover a specified activity at a specified location at specified times as described by the permit start and end dates. These are referred to in the scheme as the permit terms and any activity that contravenes them is an offence. All elements of the activity must be completed within the start and end date of the permit this includes not only the opening of the street, but all the ancillary work as well, such as stockpiling materials, setting up and disbanding traffic management and clearing the site.
- 11.2.1.3 To avoid committing an offence some situations that must be considered by the activity promoter
  - Once a permit expires, it cannot be varied. A new permit must be raised.
  - An activity promoter may be committing an offence if it starts, or continues to work after cancelling a permit.
  - Immediate activities may start without a permit in place however the activity promoter must apply for a permit within two hours of starting work or by 10:00 the following working day where the activity begins outside of normal working hours (section 4.3.6).
  - Where there is a dispute over the terms of a permit then the dispute procedure described in Chapter 12 should be used. In these cases the Permit Authority may not issue a permit until the dispute is resolved or, in some cases, it might issue a permit with its own conditions attached. This is also covered in Chapter 7.

 Where a Permit Authority fails to respond to an application within the prescribed timescale, a permit is deemed to be issued in the terms of the application. There is no requirement for the activity promoter to cancel the application and resubmit (see section 7.1.5).

# 11.3 Breaching the conditions of a permit

- 11.3.1.1 Regulation 20 creates the criminal offence for an undertaker or someone acting on its behalf to undertake works in breach of a condition.
- 11.3.1.2 The conditions included in a permit will be recorded in the permit register. If a permit is varied, a new permit will be issued and any new conditions will be included and recorded. The Permit Authority and activity promoter will endeavour to ensure that conditions are precise so that that both can easily check performance on site against the approved conditions.
- 11.3.1.3 Standard conditions will apply to immediate activities for the period before a permit is issued (see section 6.5). The WaSP scheme authorities may also detail further conditions that should be applied to all Immediate activities within their Addendum (Chapter 18) or as part of the WaSP scheme Operational Guidance.

#### 11.4 Sanctions

- 11.4.1.1 Where possible the Permit Authority will seek to resolve problems informally to achieve compliance with the permit scheme. Where this fails, or where an activity promoter persistently offends, or the Permit Authority considers that an informal resolution is not appropriate, then the Permit Authority has three sanctions it may use
  - Issue a notice to take remedial action
  - Issue a Fixed Penalty Notices
  - Prosecution

#### 11.4.2 Remedial action

- 11.4.2.1 Regulation 18 allows the Permit Authority to issue a notice requiring remedial action within a timeframe where a promoter is working without a permit or in breach of a permit condition.
- 11.4.2.2 The remedial activity may include removing the activity, remedying the breach of condition or discontinuing the obstruction.
- 11.4.2.3 The steps the Permit Authority requires the activity promoter to take, and the timeframe set out in the notice, will be reasonable for the circumstances.
- 11.4.2.4 Where a promoter does not take the remedial action within the timeframe, the Permit Authority will take such steps as it considers appropriate to achieve the outcome in the notice, and may recover any costs from the undertaker.

#### 11.4.3 Fixed Penalty Notice

- 11.4.3.1 Regulations 21 to 28 (and Schedules 1 and 2) authorise permit authorities to issue Fixed Penalty Notices (FPNs) in respect of criminal offences. Fixed Penalty Notices offer the offender an opportunity to discharge liability for an offence by paying a penalty amount.
- 11.4.3.2 The Permit Authority will follow the FPN procedure set out in the Code *of Practice* for Permits Chapter 18 and the regulations, and any subsequent amendments.
- 11.4.3.3 Prosecution through the magistrates court remains an option for the Permit Authority.

#### 11.4.4 Prosecution

- 11.4.4.1 The authority may prosecute the offence through the courts following the usual processes. Normally this option will be invoked where an undertaker is persistently offending on an issue that the Permit Authority considers serious.
- 11.4.4.2 Decisions on the prosecution of alleged offences are for the Permit Authority. Prosecution should not necessarily be the preferred option the process can be time consuming and even FPNs do not offer an immediate solution.

# 12 Dispute procedures

- 12.1.1.1 Permit authorities and activity promoters must use their best endeavours to resolve disputes without having to refer them to a formal appeals procedure. However it is recognised that occasionally this may not be possible.
- 12.1.1.2 If agreement cannot be reached locally on any matter arising under this permit scheme or the associated Code of Practice for Permits or regulations then the dispute should be referred on the following basis.

### 12.1.2 Straightforward issues

- 12.1.2.1 Where the Permit Authority and the activity promoter(s) consider that the issues involved in the dispute are relatively straightforward, the matter will be referred initially to the WaSP Operational Group as a matter for discussion and advice.
- 12.1.2.2 If this fails to provide a solution acceptable to either party, then the matter will be referred to impartial members of the Permit Authority's regional HAUC for review. That review should take place within five working days from the date of referral. The Permit Authority will accept the result as binding.

# 12.1.3 Complex issues

- 12.1.3.1 If the Permit Authority and the activity promoter(s) involved in the dispute think the issues are particularly complex, HAUC (UK) will be asked to set up a review panel of four members two utilities and two street authorities. One of the four persons will be appointed as Chair of the panel by the HAUC (UK) joint chairs.
- 12.1.3.2 Each party must make all relevant financial, technical and other information available to the review panel. The review would normally take place within ten working days from the date on which the issue is referred to HAUC (UK). The Permit Authority will accept the conclusions of the review panel as binding.

#### 12.1.4 Adjudication

12.1.4.1 If agreement cannot be reached by the procedures described, for instance if one or more of the parties does not accept the ruling of the Regional HAUC or HAUC (UK) review as binding, the dispute should be referred to independent adjudication provided that the parties agree that the decision of the adjudicator is deemed to be final. The costs of adjudication will be borne equally unless the adjudicator considers that one party has presented a frivolous case, in which case costs may be awarded against them. Where the adjudication route is followed, the parties should apply to the joint chairs of HAUC (UK), who will select and appoint the independent adjudicator from suitable recognised professional bodies.

# 12.1.5 Arbitration

- 12.1.5.1 Disputes relating to matters covered by the following Sections of NRSWA may be settled by arbitration, as provided for in Section 99 of NRSWA.
  - Section 61 (6) consent to placing apparatus in protected streets
  - Section 62 (5) directions relating to protected streets
  - Section 74 (2) charges for occupation of the highway where works are unreasonably prolonged
  - Section 74A (12) charges determined by reference to duration of works
  - Section 84 (3) apparatus affected by major works
  - Section 96 (3) recovery of costs or expenses

# 13 Related matters

# 13.1 Temporary Traffic Restriction Orders

- 13.1.1.1 Provisions governing temporary road closures and traffic restrictions for works or other activities in the street are found in Sections 14 to 16 of the *Road Traffic Regulation Act 1984*, as amended by the *Road Traffic (Temporary Restrictions) Act 1991*, and regulations made under the 1984 Act and subsequent amendments.
- 13.1.1.2 Each WaSP scheme authority will have their own processes in place to manage Temporary Traffic Regulation Orders (TTROs) and the following section offers advice on the general principals.
- 13.1.1.3 There are two procedures;
  - Where urgent action is needed the Permit Authority as traffic authority may issue a 'temporary notice' imposing a short-term closure or restriction. Prior notice is not necessary. The notice is limited to 21 calendar days if there is a danger to the public or risk of serious damage to the road, independent of street works -a leaking gas main, for example. It can be extended by one further notice. The notice is limited to five days if there is no risk of danger or damage.
    - In less urgent cases the traffic authority may make a 'temporary order', which may remain in force for up to 18 months. This is limited to six months for footpaths, bridleways, cycle tracks and byways open to all traffic.
- 13.1.1.4 A temporary notice and a temporary order may provide that restrictions have effect only when traffic signs are lawfully in place. This will help limit traffic disruption where activities progress along a length of road.
- 13.1.1.5 In extraordinary circumstances, the Road Traffic Act 1991 Section 49(4A), allows the police to suspend designated street parking places temporarily to prevent or mitigate traffic disruption, or danger to traffic. This could prove useful to promoters carrying out emergency works.
- 13.1.1.6 The following sections provide a basic guidance to the issuing of a temporary order or notice, however the WaSP scheme Operational Guidance provides additional detail and each WaSP scheme authority will make relevant forms and their own processes available on their website.
- 13.1.1.7 Activity promoters should be aware of additional timescales the traffic authority may need to process such approvals and build this into their application.

# 13.1.2 Temporary notices

- 13.1.2.1 This procedure will only apply to immediate activities.
- 13.1.2.2 The promoter will inform the traffic authority as soon as practicable if a closure or traffic restriction is needed, or in any case with the Immediate permit application. This will be done in the manner prescribed by the Permit Authority on their website and detailed within the WaSP scheme Operational Guidance and approval will be given retrospectively.
- 13.1.2.3 The authority will consult with the police and all relevant parties, and confirm, as soon as possible, whether a notice will be made.
- 13.1.2.4 It may be necessary to agree changes to the site set up or permit as required before approval is given.

- 13.1.2.5 The traffic authority must state in the notice:
  - the reason for issue
  - its effect
  - alternative routes (where applicable); and,
  - the date and duration of the notice.
- 13.1.2.6 The traffic authority must also notify the emergency services and any other traffic authority with roads that may be affected. This should be done on, or before, the day the notice is issued.

# 13.1.3 Temporary Orders

- 13.1.3.1 The traffic authority must publish notice of intention to make a temporary order at least seven days in advance. If the order is expected to last for more than 18 months because activities are to be executed on or near the road, it is advisable to make application for a Permanent Traffic Regulation Order. Any Orders should be revoked as soon as the activity is completed.
- 13.1.3.2 The traffic authority must also notify the emergency services and any other traffic authority with roads that may be affected. This should be done on, or before, the day the order is issued. These bodies should be consulted, as well as notified, if the closures are expected to last for more than 18 months.
- 13.1.3.3 A temporary traffic order is generally needed for planned activities in the street (except where the order follows a closure notice). If a closure order is needed, the activity promoter should notify the traffic authority at least three months in advance. This will allow the Permit Authority time to consult, and to obtain approvals and advertise the order.
- 13.1.3.4 Activities that require a temporary traffic order are automatically classed as Major and require at least three months notice for applying for a PAA.
- 13.1.3.5 The promoter must submit all the information needed to justify a road closure with the application for an order.
- 13.1.3.6 As set out above it will be a condition of a Permit where a temporary traffic order is required that the order will be in place before the activity, or the relevant part of the activity, starts on site.

#### 13.1.4 Continuation of Closures and Restrictions

- 13.1.4.1 A five-day temporary traffic closure or restriction notice cannot be extended.
- 13.1.4.2 A 21-day temporary notice can be extended by one further notice giving up to 21 days more. Both five-day and 21-day notices may be followed immediately by a temporary order. This may be made without the seven days prior notice normally needed for such orders.
- 13.1.4.3 If the original estimate of the duration of the activity changes, a request for a permit variation will be necessary.
- 13.1.4.4 There will be cases where works will unavoidably overrun the temporary notice period. Where this is apparent from the beginning, promoters must inform the traffic authority. The authority will take the necessary follow-up action without delay, to enable the activity to continue uninterrupted.
- 13.1.4.5 If the overrun becomes apparent only after the activity has started, the activity promoter should immediately inform the Permit Authority that either a further notice

or an order will be required. This may be needed before the request for a Permit variation is made.

- 13.1.4.6 It might not be possible to make a follow-up order before a five-day notice expires. The activity may have to be suspended, and the site temporarily restored to traffic until the correct procedures have been followed. The traffic authority will try to minimise both, the number of cases where this happens, and, where it is unavoidable, the period of suspension involved. This problem is unlikely to arise in the case of a 21 day temporary order.
- 13.1.4.7 Subject to the time limit for temporary orders, see above, a closure or restriction imposed by a temporary order may be continued by a further order. If this is required, the activity promoter should notify the traffic authority immediately, giving, wherever possible, at least one month's notice.

# 13.1.5 Policy

13.1.5.1 When a notice or order has been made, the activity promoter must comply with the requirements of the traffic authority and the police for the closure of the road.

# 13.1.6 **Charges**

- 13.1.6.1 Section 76 of NRSWA allows traffic authorities to recover the costs of issuing temporary notices or making TTROs. Upon receipt of an application for a TTRO, the Permit Authority can provide utilities with the estimated cost. These costs are not part of the WaSP scheme. Invoices will be itemised, for example:
  - cost of the order;
  - advertising in local papers;
  - administration fees.
- 13.1.6.2 There may also be charges made for erecting and maintaining the on-site notices that are required.

# 13.2 Working Near Rail Tracks

13.2.1.1 Particular attention must be given to the possible effects of activities taking place at or near level crossings. Promoters planning works in such locations must refer to Appendix C of the *Code of Practice for Permits* or as subsequently amended, which sets out Network Rail's requirements.

# 13.3 Vehicle Parking at Street and Road Works

13.3.1.1 This is not safety advice. The Code of Practice on Safety at Street Works and Road Works should always be consulted.

#### 13.3.2 Vehicle within activity site

13.3.2.1 A works vehicle may be parked in an activity site provided it is necessary for the carrying out of that activity. Basic site layouts are shown in the *Code of Practice on Safety at Street Works and Road Works*. A vehicle entirely within the coned-off area of the site may require a larger coned-off area than would otherwise be the case.

#### 13.3.3 Vehicle outside activity site

13.3.3.1 A vehicle may be parked outside an activity site provided the parking rules that apply to any other vehicle in that street are obeyed. Outside of the activity site, the vehicle has no special status and no exemption from parking enforcement.

#### 13.3.4 Implications

- 13.3.4.1 When assessing the impact of activities the parking of any vehicles associated with the activity must be taken into account. This is a particular problem for activities which, but for the presence of a works vehicle, would take place entirely within the footway.
- 13.3.4.2 If a vehicle is parked adjacent to the activity, in a place that vehicles could not normally use, then it must be part of the activity site. It must be signed and guarded appropriately. The activity is then not wholly confined to the footway but encroaches onto the carriageway. Applications for permits must reflect this.

#### 13.3.5 Parking restrictions

- 13.3.5.1 The Traffic Regulation Order imposing parking restrictions on a particular street should already contain an exemption allowing for activities to take place in a parking bay. Promoters should check whether any further dispensation is required well before the works are due to start.
- 13.3.5.2 In situations where it is essential to the traffic management of an activity to suspend parking bays may require model condition WS43 to be used to ensure that these dispensations are in place before the activity commences.
- 13.3.5.3 Each authority will have its own processes to follow in this regard and relevant contact details will be provided in the WaSP scheme Operational Guidance or on the Permit Authority web site.
- 13.3.5.4 Activity promoters should be aware of other timescales the traffic authority may need to process such approvals, and they should build this into their application lead-in period. In addition there may be other costs outside the scope of the WaSP scheme.

#### 13.4 Storage of Materials

- 13.4.1.1 Activity promoters and permit authorities should take care to place materials so that they do not cause an obstruction to road users. This is especially important if materials are stored away from the activity site but still within the highway boundaries. The storage must have its own permit with conditions if it is separate from the activity site.
- 13.4.1.2 Where the storage of material causes problems such as congestion then model condition WS20 may be applied to ensure the removal of the materials.

#### 13.5 Apparatus belonging to others

13.5.1.1 There may be other apparatus where activities are planned and under NRSWA Section 69, those carrying out activities must ensure that the owners of that apparatus are able to monitor the activity and that requirements to take reasonable steps to protect the apparatus are followed. Failure to do so is a criminal offence.

#### 13.6 Assessing the Impact of Activities

- 13.6.1.1 All activities in the highway have a disruptive effect on traffic, including vehicular and pedestrian. The Disruption Effect Score is a simple numeric indicator of the disruption likely to arise from a given activity. An impact assessment is a broad indicator of the potential disruption that could arise from an activity on the highway.
- 13.6.1.2 The Permit Authority may undertake an impact assessment or request that the activity promoter provides such an assessment as part of the permit application process. The impact assessment will be used within the co-ordination process to

prioritise activities according to their potential for causing disruption. The assessment may also be used to provide public information on the disruptive effects of activities.

13.6.1.3 Details of the calculations and how to make use of the resulting disruptive effect score are given in appendix E.

# 13.7 Maintenance of Undertaker's Apparatus

- 13.7.1.1 Undertakers have a duty under NRSWA Section 81 to maintain apparatus in the street to the reasonable satisfaction of the street authority, having regard for the safety and convenience of traffic, the structure of the street, and, integrity of apparatus in it. Bridge, sewer and transport authorities also have an interest, so far as any land, structure or apparatus they own is concerned.
- 13.7.1.2 Most undertakers have statutory obligations to maintain their networks quite apart from which, they must maintain systems in efficient working order to properly discharge their safety and service obligations to their customers.
- 13.7.1.3 Thus authorities and undertakers have a shared interest in the proper maintenance of apparatus in the street.
- 13.7.1.4 As with reinstatements, it is important that the street authority reports any apparatus in an unsatisfactory condition quickly and accurately and includes the level of severity of the problem. The owner must respond and carry out any necessary remedial works within the reasonable timescales agreed with the street authority.
- 13.7.1.5 WaSP scheme authorities will operate Section 81 as described in the regulations, the Code of Practice for Permits and the EToN technical specification, as well as any guidance issued by HAUC, and it is expected that undertakers carry out their obligations in this regard. Further guidance on process is contained within the WaSP scheme Operational Guidance.

#### 13.8 Diversion Routes

- 13.8.1.1 Any diversion of vehicles, pedestrians or cyclists that is required must be agreed with the Permit Authority in advance of the activity taking place. Additional consultation may be required with interested stakeholders, and the route must be agreed to be suitable for the purpose.
- 13.8.1.2 The Permit Authority may require a traffic management drawing and a signing schedule as part of the illustration of the activity to show the proposed route(s) and signs.
- 13.8.1.3 The illustration or the agreements made must be referenced in the permit application by attaching model condition WS30 to the permit.
- 13.8.1.4 When a diversion is in use it is expected that the activity promoter or their contractors will check the diversion route signage on at least a daily basis to ensure that the signs are visible and in the correct positions. This applies to all kinds of diversion; vehicular, cycle, pedestrian etc.
- 13.8.1.5 When a diversion route is not required, for instance when a road is opened out to traffic for a period of time, then the sign faces should all be covered or removed so they do not cause confusion or further disruption to the travelling public. Once the diversion is no longer required then the signage must be removed immediately.
- 13.8.1.6 Should an activity requiring a diversion overrun then the signage must remain in place and be maintained as long as the diversion is required.

13.8.1.7 A condition in the form of WS42 must be attached for all activities where a diversion is in place.

# 13.9 Emergency Traffic Management

- 13.9.1.1 Immediate activities can cause significant disruption on any street due to the unknown nature of the cause.
- 13.9.1.2 Prompt notification and clear understanding of these kinds of situation enable the Permit Authority to implement contingency plans to initiate additional traffic management arrangements (such as adjustments to traffic signals etc) and to make information available to the travelling public as quickly as possible to mitigate the impact of that activity.

#### 13.9.2 Streets subject to Immediate Notification

- 13.9.2.1 Some streets or parts of a street are particularly vulnerable to traffic disruption. For these locations the Permit Authority may wish to have the earliest possible information about an Immediate activity to enable it to initiate traffic management arrangements and provide information to the public that will mitigate the impact of the activity.
- 13.9.2.2 Typically, these will be key routes, pinch points or busy pedestrian areas and the activity promoter undertaking Immediate activities should contact the highway authority prior to carrying out the activity on that street.
- 13.9.2.3 Such street sections will be defined in the authority's ASD as those where "early notification of immediate activities is required" and the situations when this is necessary and the manner of contacting the Permit Authority will be clearly defined. These roads will also be within the WaSP scheme Operational Guidance.
- 13.9.2.4 The promoter or contractor should adhere to any directions or recommendations that are made by the Authority in these cases so that the surrounding network impact may be managed by the authority.

#### 13.9.3 Severe traffic control

- 13.9.3.1 By their nature, Immediate activities might require the use of traffic control at very short notice to manage a situation that might cause danger to the general public or the site.
- 13.9.3.2 Since it is unlikely that there has been substantial pre-planning of these activities, where the activity promoter requires either the use of temporary traffic signals or finding it necessary to close a road at any point during the life of an Immediate activity, the Permit Authority must be contacted prior to implementing these traffic management provisions.
- 13.9.3.3 The standard condition WS61 will be attached to all Immediate works so that should this condition apply at any point during these works the activity promoter is aware of their duty to comply with the condition.
- 13.9.3.4 It is recognised that in certain circumstances it may be necessary to implement such traffic control measures first, to minimise risk to the public. But it is important to ensure that the discussion with the Permit Authority takes place as a priority in these situations and should not be left for a period of time.
- 13.9.3.5 The use of this condition ensures that the wider interests of the general public are taken into account and that the authority is able to best manage these activities.

# 13.10 Specialist materials

- 13.10.1.1 Notwithstanding the provisions of NRSWA Section 70, there may be occasions where it is agreed as part of the coordination and permit application process that an interim or permanent reinstatement should take place as part of the activity allowed by a permit.
- 13.10.1.2 In some locations, the Permit Authority may require a first time permanent reinstatement using specialist materials. Such areas will typically be high amenity areas that are important locally for tourism or where there is high footfall or regular events, where the Authority feels that a suitable first time permanent reinstatement is required to ensure the aesthetic impact is not reduced.
- 13.10.1.3 These areas will be specified by the Permit Authority within their ASD and will also be provided as part of the WaSP scheme Operational Guidance.
- 13.10.1.4 Examples of specialist materials might be York Stone, resin paving systems or as determined by the Authority.
- 13.10.1.5 Where the activity is planned then model condition WS52 will be used to ensure that the appropriate materials and operatives are required to be available before the activity can commence.
- 13.10.1.6 In the case of Immediate activities, or planned activities where the specialist material cannot be sourced in time and there is an agreement with the permit Authority that condition WS52 will not be required, condition WS51 should be attached to the permit application. This will ensure an interim reinstatement is undertaken to make the site safe as quickly as possible and to enable a high quality permanent reinstatement to be correctly planned rather than a poor permanent reinstatement being undertaken on the first pass.
- 13.10.1.7 The permanent reinstatement must be completed within 6 months as given in NRSWA Section 70(4): "If it is interim, he shall complete the permanent reinstatement of the street as soon as reasonably practicable and in any event within six months (or such other period as may be prescribed) from the date on which the interim reinstatement was completed; and he shall notify the street authority when he has done so"
- 13.10.1.8 Should condition WS52 be applied following agreement and the specialist material not used on completion of the activity, the duration of the return permit, over and above the prescribed period, may be subject to Section 74 overrun charges, unless a variation has been accepted to remove this condition prior to the end date of the permit.

# 13.11 Temporary traffic signals

- 13.11.1.1 Any use of temporary traffic signals requires agreement from the Permit Authority. The EToN technical specification provides a transaction for the activity promoter to submit an application for temporary traffic signals that is linked to a particular PAA, permit or application.
- 13.11.1.2 Typically an application for temporary signals will include information such as:
  - Traffic management drawing showing site layout
  - Signal operating pattern, for example during the working day, 24hr operation, overnight, off-peak etc

- Signal configuration, for example stop/go, two-way, two-way with junction, multi-way etc
- Detail on timings of signals and phasing, particularly for the use of multi-way signals or where timings on two-way signals alters during the day to take into account and help control tidal flow of traffic etc.
- Whether the signals should be manually operated at any time to help ease traffic flows and minimise delays.
- 13.11.1.3 The authority will consider the application in the context of the proposed activity and if the activity promoter has provided all the required information relating to the operation of the temporary signals to the satisfaction of the Permit Authority, it will be approved.
- 13.11.1.4 If the application is not approved then the Permit Authority will provide the reasons for non-approval as part of the response. This application response will be separate to the response to the linked permit application or PAA.
- 13.11.1.5 An application may be re-submitted multiple times until it is approved by the Permit Authority.
- 13.11.1.6 Activity promoters should note model condition WS43 must be attached to a permit application for any activity that requires the use of temporary traffic signals, whether or not at the point of issue an application for temporary signals has been submitted. A permit may be issued if WS43 is attached and the rest of the application is acceptable to the Permit Authority, even if the temporary signals application has not been either submitted or approved. Should works being without such approval, the activity promoter may be committing an offence.
- 13.11.1.7 Activity promoters should note that approval of temporary signals may require a longer time period than the notice period of a Minor, or Standard, or Major follow-up permit application and so should be mindful of this when submitting the permit applications and allow extra time on the notice period.
- 13.11.1.8 The WaSP scheme Operational Guidance provides a commitment from all WaSP scheme authorities to meet, where practicable, certain timeframes for approving different temporary signal configurations, although it should be noted that certain agreements will necessitate a longer period to assess and discuss with stakeholders.
- 13.11.1.9 For Immediate activities the traffic signal application must be submitted with the Immediate application where it is anticipated that temporary traffic signals are to be used. Where the activity is taking place in a strategically significant street the activity promoter must contact the Permit Authority by telephone immediately to inform them.
- 13.11.1.10 Where during the course of any activity it is considered necessary by the activity promoter to change the method of traffic management to using temporary traffic signals, the activity promoter must contact the Permit Authority immediately (and in any case before the signals are put in place) to discuss this change of traffic control.
- 13.11.1.11 The WaSP scheme authority may accept traffic signal application forms outside of the EToN process. A suitable procedure is set out in the WaSP scheme Operational Guidance.

# 13.12 Environmental Issues

13.12.1.1 Any site must be maintained in a suitable manner, particularly when left unattended. This includes ensuring materials, spoil and equipment is stored in a

- tidy manner and in a way that ensures they cannot be tampered with and do not spill out of the works areas.
- 13.12.1.2 Activity promoters are strongly advised to liaise with the authority's arboriculture consultants and other environmental officials along with any necessary borough or district council officers when drawing up their proposals. This should ensure that wherever possible, and at reasonable cost, any environmental requirements can be met.
- 13.12.1.3 The Permit Authority will often be best placed to advise on these matters on receipt of permits but the onus lies on the activity promoter to do so wherever possible before the activity is planned to commence.
- 13.12.1.4 A promoter considering burying plant and apparatus that is currently above ground should contact any other utility with similar apparatus to see whether it wishes to share the underground facility.
- 13.12.1.5 There may be occasions where additional care must be taken in regards to maintaining the site in a clean and tidy manner throughout the duration the activity. This might include swift removal of any spillage of materials onto the public highway or waste from a site.
- 13.12.1.6 In such circumstances, a condition requiring action at the end of any activity period that the activity promoter must ensure that waste, whatever the source, must not be left on site, may be imposed. A condition in the form of WS71 will be attached or imposed but will normally only be applied to activities on specific roads due to environmental reasons, high footfall, planned event or within a tourist area.

# 14 Monitoring the permit scheme

- 14.1.1.1 The objectives of the permit scheme are set out in section 2.3. As required by regulations the Permit Authority will provide metrics to show how the scheme is being operated and to measure whether the objectives are being met.
- 14.1.1.2 All highway authority and statutory undertaker activities will be included to show operational parity.
- 14.1.1.3 The performance metrics will be based upon Operational Measures and Key Performance Indicators that will enable permit authorities to monitor their own performance and continuous improvement year on year.
- 14.1.1.4 Permit authorities will make every reasonable effort to obtain data for these measures in a consistent manner. However, it is recognised that different EToN systems may not be able to provide some of this data and some permit authorities may not be able to collate some measures or KPIs accurately or with confidence. There is therefore also a requirement that permit authorities keep records outside of their EToN system.
- 14.1.1.5 KPIs and Operational Measures will be published monthly by individual WaSP scheme authorities and will be made available in a raw format (without additional analysis) on their websites and at performance and coordination meetings.
- 14.1.1.6 An annual report will be produced by each individual Permit Authority to evaluate the scheme objectives within their operational area.
- 14.1.1.7 It may be that the WaSP scheme authorities as a group compare and evaluate the annual KPIs and Operational Measures more fully to consider how the scheme operates across the region as a whole and to look at standardising practices and identify differences.

# 14.2 Key Performance Indicators

- 14.2.1.1 A key objective of the scheme is to ensure parity of treatment for all activity promoters particularly between statutory undertakers and highway authority works and activities, as required by Regulation 40.
- 14.2.1.2 Equality and parity of treatment will be measured through key performance indicators. The *Code of Practice for Permits* requires that a permitting scheme must use at least four of the seven given performance indicators, of which KPIs 1 & 2 are mandatory.
- 14.2.1.3 Parity of treatment will be demonstrated through the following core indicators:
  - KPI 1 The number of permit and permit variation applications received, the number granted and the number refused
  - KPI 2 The number of conditions applied by condition type
  - KPI 3 The number of approved extensions
  - KPI 4 The number of occurrences of reducing the application period ('early start' requests
- 14.2.1.4 These KPIs will be measured according to the details provided in the Code of Practice for Permits section 20.3, and detailed as follows

# 14.2.2 KPI 1: The number of permit and permit variation applications received, the number granted and the number refused

- 14.2.2.1 It will be expressed as:
  - The total number of permit and permit variation applications received, by promoter, excluding any applications that are subsequently withdrawn
  - The number granted as a percentage of the total applications made
  - The number refused as a percentage of the total applications made

#### 14.2.3 KPI 2: The type and numbers of permit conditions applied

- 14.2.3.1 The measure is part of KPI 2 and is therefore an indicator of parity. It is considered a core indicator of the scheme. It will be expressed as
  - The number of conditions applied, broken down into condition types. The number of each type being shown as a percentage of the total permits issued
- 14.2.3.2 Although this permit scheme has set out its draft 'model conditions' and each Permit Authority may require specific local conditions, the EToN technical specification provides a facility to record the generic condition types as 'activity conditions'.
- 14.2.3.3 The model conditions within this scheme will be 'mapped' against the EDG condition types so promoters can relate individual conditions with those used by EToN. This will be issued as part of the WaSP scheme Operational Guidance.

#### 14.2.4 KPI 3: Number of approved extensions

- 14.2.4.1 It will be expressed as
  - The number of requests for extensions shown as a percentage of permits issued
  - The number of agreed extensions as a percentage of extensions applied for.
- 14.2.4.2 Extension requests will be considered by each Permit Authority on their own merits (see section 8.2.3).

# 14.2.5 KPI 4: Number of occurrences of reducing the application period ('early start' requests)

- 14.2.5.1 The measure is part of KPI 2 and is therefore an indicator of parity. It is considered a core indicator of the scheme. It will be expressed as The number of requests to reduce the notification period as a percentage of total applications made
  - The number of requests for an 'early start' shown as a percentage of applications made
  - The number of agreements for an 'early start' as a percentage of requests made.
- 14.2.5.2 Early starts will be considered by each Permit Authority on their own merits. See Section 5.4.7.

#### 14.3 Operational Performance Measures

- 14.3.1.1 Operational measures will be used to provide a year on year quantification of aspects of the scheme, which will allow the operators to evaluate and review the scheme and provide trends and data to enable a more comprehensive analysis of the scheme's operation.
- 14.3.1.2 The measures can be quantified both against baseline data collected on selected streets prior to the commencement of the scheme, and against neighbouring

- authorities (those operating and those not operating a permit scheme), or simply ongoing yearly comparative analysis.
- 14.3.1.3 Permit authorities may include their own performance monitoring measures as part of their local political, community or departmental requirements.
- 14.3.1.4 Operational measures detailed in this document are 'draft' metrics. This will allow them to be open to change as new reporting tools or more consistent methods of analysis across the industry are developed, either by the WaSP Operational Groups, the EToN suppliers, the DfT or the National KPI working group.
- 14.3.1.5 The WaSP scheme Operational Guidance provides advice on the detail of what data needs to be recorded or extracted for each of the metrics.
- 14.3.1.6 It is accepted that some authorities will not be able to produce some of the following metrics due to systems or technology limitations.

#### 14.3.2 Number of overrun incidents

- 14.3.2.1 The number of activities that are logged by the Permit Authority as overrunning their agreed end date is an indicator of how well the activity promoter's are managing their works and lessening the impact of their works on road users.
- 14.3.2.2 This measure will also allow comparison with neighbouring non-permitting councils to be made. It will be expressed as:
  - The number overrun incidents shown as a percentage of permits issued
- 14.3.2.3 Extension requests will be considered by each Permit Authority on their own merits. See Section 8.2.3.

#### 14.3.3 Average road occupancy and number of days of reduced occupation

- 14.3.3.1 One of the benefits of permits is that works durations can be judged more effectively and the use of conditions is a greater driver for tighter processes from all activity promoters to reduce their occupation on the highway.
- 14.3.3.2 Additionally analysis of activities that have had their duration reduced, and my how much, will show how the Permit Authority and activity promoters are reducing the overall impact of activities on the highway. It will be expressed as
  - The average number of working days for different works categories as compared between periods and other authorities
  - The total number of days of reduced occupation for different works categories as compared between periods and other authorities

#### 14.3.4 Number of collaborative works and the days of saved occupation

- 14.3.4.1 The potential economic benefits from shared working space are considerable. In addition, this will show a proactive and positive approach to working together to minimise disruption and occupancy. The number of collaborative works will be expressed as:
  - a percentage of all works granted per period.
  - as an ongoing measure, this will also be expressed as the number of collaborative works sites per period, thus enabling a percentage increase/reduction to be calculated.
- 14.3.4.2 Any activity on the highway will be included to show how the Permit Authority is able to coordinate works and other activities proactively.

#### 14.3.5 The number of refused permits by refusal reason

- 14.3.5.1 Actual numbers of applications refused are part of KPI1 and are an indicator of parity.
- 14.3.5.2 Monitoring permit refusals will show clearly the most common reasons for refusal. This is helpful to the activity promoter to identify particular areas where they are failing. The WaSP scheme Operational Guidance will provide a template of standardised refusal codes and texts that must be used by all permit authorities.
- 14.3.5.3 This measure will also show any improvements for each period for the way promoters deal with systematic failures within their processes. It will therefore be a measure of how information quality is improving. It will be expressed as
  - The number of each category of failure as a comparison of previous periods

#### 14.3.6 Number of cancellations as a percentage of granted permits

- 14.3.6.1 Since there is a fee for a permit, a statutory undertaker must pay for this even if the works subsequently do not go ahead. This is therefore a disincentive for works to be subsequently cancelled.
- 14.3.6.2 This measure will compare year on year rates of permit cancellation, and more particularly show how these rates fall from those under the notification system. This has a direct benefit to the Permit Authority and the activity promoter since it shows better works management and allows officers and staff to use their time more productively. This measure will be expressed as
  - the proportion of notices/permits cancelled each period.

# 14.3.7 First time permanent reinstatements

- 14.3.7.1 Undertaking a first time permanent reinstatement can reduce general disruption, particularly when traffic management is in place, by removing the need for a return visit to a site.
- 14.3.7.2 Measuring the number of interim reinstatements or the number of first time permanent reinstatements provides a comparison to be made each period, and also allows targets for the WaSP scheme authority to be set to try to drive down interim reinstatements. The metric will be expressed as
  - The number of interim reinstatements undertaken as a percentage of total permits issued.

#### 14.3.8 Category A 'in progress' inspection results

- 14.3.8.1 Category A inspections under the NRSWA *Code of Practice for Inspections* look at the way a site is set up; suitability of traffic management, signing and guarding and site safety. This is not just for vehicular traffic, it has particular significance for the safety of pedestrians and those with a disability. This metric will allow
  - year on year inspection results to show improvements in this element of works
  - comparison between permit authorities and enable them to consider different inspection regimes and gain a standardised approach to these inspections
  - comparison between highway authority activities and utility activities
- 14.3.8.2 The metric will be expressed as the number of failed category A inspections shown as a percentage of the total A inspections undertaken within a period.
- 14.3.8.3 Where possible the Permit Authority should include highway authority works in their inspection regime. However this is not a requirement under the regulations. If these figures are recorded by the Permit Authority and are considerably lower in

number for highway authority activities it should not be taken as a issue of parity, simply one of process. However this scheme strongly recommends each Permit Authority inspect their own works for road purposes in the same way as utility works as a matter of course.

# 14.3.9 Permit condition inspection results

- 14.3.9.1 EToN 6 provides for specific permit compliance inspections which will provide a measure of when the works are compliant and at what stage the works are at
- 14.3.9.2 Additionally this measure can be evaluated from the number and types of fixed penalty notices issued under regulation 20 (breach of permit condition).
- 14.3.9.3 It is anticipated that any site that is inspected for a category A inspection will also have a permit conditions checked (and vice versa) and therefore the metric will be expressed in terms of the A inspection figures since different authorities may have different inspection regimes that include more than the statutory 10% random sample. This will allow a general comparison between authorities to be made. This will be expressed as
  - Total numbers of FPNs issued under Regulation 20
  - The number of individual types of condition breaches under Regulation 20
  - The percentage of FPNs against the number of inspections undertaken

# 14.4 Limits to providing Operational Measures

14.4.1.1 EToN systems used across Permit Authorities have slightly different rule sets about how certain data is extracted or reported upon and therefore it is accepted that this will make it difficult for all permit authorities who are part of this scheme to provide accurate and comparable KPIs and associated measures. Every effort will be made to ensure that all of the data is obtained in as consistent a format as possible across all authorities and details of this are provided in the WaSP scheme Operational Guidance.

# 14.5 Working groups

- 14.5.1.1 An aim of this common scheme is to commit members to continuous improvement of the scheme by promoting closer working relationships between permitting authorities and all promoters. It is the intention of the WaSP permitting authorities to closer align their processes and to continue to work with the activity promoters to address issues as they arise.
- 14.5.1.2 It is anticipated that all permit authorities operating the scheme will form a scheme oversight committee, and from this will establish small working groups to consider specific aspects of the scheme or its operation. These may look at:
  - Operational principals
  - Best practice
  - Site safety
  - Fixed Penalty Notice application
  - Operational Measures and KPI data collation
  - Innovation
  - Legal issues
- 14.5.1.3 The working groups will also provide a point of reference for establishing best practice and encouraging enterprise and innovation in the region from permit authorities and activity promoters.

- 14.5.1.4 Working groups will develop permit advice notes specific to the scheme to encourage consistent application of the scheme principals by both permit authorities and activity promoters.
- 14.5.1.5 Working groups may consider the usefulness of setting specific targets for permit authorities or activity promoters based around one or more sets of operational measures.
- 14.5.1.6 The working groups will publish their minutes openly and encourage discussion between different parties.

# 15 Transitional arrangements

- 15.1.1.1 The permit regime has been designed to follow closely the processes and timescales of the NRSWA noticing regime.
- 15.1.1.2 The basic rules of transition from noticing to permitting will apply on all roads where the permit scheme operates.
  - The permit regime will apply to all activities where the administrative processes, such as application for a permit or Provisional Advance Authorisation, start after the commencement date
  - Activities which are planned to start on site more than one month after the changeover date (for all activity categories including Major) shall operate under the permit scheme. This means that even if the relevant Section 54, Section 55 or Section 57 NRSWA notice has been sent before the changeover, the activity promoter will have to cancel these and re-apply for a permit or PAA
  - Any other activities which started under the notices regime will continue under that regime until completion
- 15.1.1.3 Individual WaSP scheme authorities may choose to commence operating their scheme for a period of time where the permits and/or FPNs will not attract a charge. This is for individual authorities to decide and details of these arrangements will be made clear before their scheme is consulted on and be included in the authority's Addendum (Chapter 18).
- 15.1.1.4 As required in Regulation 3, the Permit Authority will give a minimum of 4 weeks notice of commencement of the scheme, following the Order being made by the Secretary of State, to all those previously consulted on the permit scheme.

# 16 Conflict with other legislation and legal liability

- 16.1.1.1 The Permit Authority will work with activity promoters to promote safe working practices and all parties must act reasonably and responsibly. Each situation will be considered on its merits.
- 16.1.1.2 The Permit Authority will try to ensure that any conditions applied to a permit do not conflict with the activity promoter's obligations under separate legislation. The Permit Authority's intention is that an activity promoter should not be put in a position where they cannot escape being in breach of either permit conditions or other relevant legislation.
- 16.1.1.3 The activity promoter should bring such concerns, conflicts or potential conflicts to the attention of the Permit Authority as soon as is practicable. The Permit Authority will be responsible for resolving the issue with the other body or bodies concerned, e.g. Environmental Health officials, and amending the permit conditions accordingly. If they are not satisfied the activity promoter may invoke the dispute resolution procedure.
- 16.1.1.4 The applicant will be liable for all actions, costs, claims, demands, charges and expense arising out of any activity covered by the WaSP scheme, including those that may arise out of, or be incidental to, the execution of the works.
- 16.1.1.5 Part 8 of the Regulations provides for the disapplication of certain sections of NRSWA, details of which are contained in appendix B of this document.

# 17 Appendix

# 17.1 APPENDIX A – Glossary of terms

Activity, activity promoter

Above ground works

Additional street data ("ASD") Apparatus Covers both utilities' street works and highway authorities' own works.

See Promoter.

Any works (not being overhead works) which do not involve the breaking up or opening of the street or tunnelling or boring under it Additional Street Data ("ASD") refers to other information about streets held on the NSG concessionaire's website alongside the NSG. As defined in Section 105 (1) of NRSWA "apparatus includes any

structure for the lodging therein of apparatus or for gaining access to

apparatus".

Appeal Where there is an unresolved disagreement between the activity

promoter and the Permit Authority about a Permit Authority's decision or actions the promoter may appeal using the procedure in Section 15 of

LoPS.

Arbitration As defined in section 99 of NRSWA, "any matter which under this Part

is to be settled by arbitration shall be referred to a single arbitrator appointed by agreement between the parties concerned or, in default of agreement, by the President of the Institution of Civil Engineers"

Bank holiday As defined in Section 98 (3) of NRSWA, "bank holiday means a day

which is a bank holiday under the Banking and Financial Dealings Act

1971 in the locality in which the street in question is situated".

A bar hole is used to detect and monitor gas leaks as described in the

code of practice for permits.

Breaking up (the

street)

Bar hole

Any disturbance to the surface of the street (other than opening the

treet).

Bridge As it says in section 88(1)(a) of NRSWA, "references to a bridge include

so much of any street as gives access to the bridge and any

embankment, retaining wall or other work or substance supporting or

protecting that part of the street"

Bridge authority As defined in section 88(1)(b) of NRSWA, "bridge authority means the

authority, body or person in whom a bridge is vested"

Bridleway As defined in section 329 of the HA 1980, "bridleway means a highway

over which the public have the following, but no other, rights of way, that is to say, a right of way on foot and a right of way on horseback or

leading a horse, with or without a right to drive animals of any

description along the highway"

BS7666 British Standard number 7666 relating to gazetteers.

Carriageway As defined in section 329 of HA 1980, "carriageway means a way

constituting or comprised in a highway, being a way (other than a cycle track) over which the public have a right of way for the passage of

vehicles"

Central Register A central register is a register covering two or more street authority

areas that is maintained by one single authority, the 'register authority'. For example, a central register could include all authorities in a

metropolitan area.

Code of Practice

As published by Department for Transport March 2008.

for Permits
Conditions
Permit
Conditions

Conditions applied by the Permit Authority as standard conditions or specific conditions to an individual permit. Contained in the EToN

activity conditions field

Contravention As defined in section 329 of HA 1980, "contravention in relation to a

condition, restriction or requirement, includes failure to comply with that

Co-ordination Quarte

Quarterly meetings to co-ordinate works in highway authority and

Meetings neighbouring authorities roads.

Council As defined in section 329 of HA 1980, "council means a county council,

the Great London Council or a local authority"

Critical gyratory or roundabout system

A gyratory or roundabout system where, in the absence of street works or works for road purposes, no less than 5 per cent of peak hour vehicles on average are delayed by more than 20 seconds.

Critical signalised iunction

A traffic signal junction at which, in the absence of street works or works for road purposes and at times when the exit is not blocked, no less

than 5 per cent of peak hour vehicles on average fail to clear the

junction on the first green signal.

A structure in the form of a large pipe or pipes, box or enclosed channel Culvert

generally used for conveying water under a road.

As defined in Section 329 of the HA 1980, "cycle track means a way Cycle track

constituting or comprised in a highway, being a way over which the public have the following, but not other, rights of way, that is to say, a right of way on pedal cycles with or without a right of way on foot". In the context of the duration of activities, a day refers to a working day,

unless explicitly stated otherwise.

DfT Department for Transport.

Disability As defined in section 105(5) of NRSWA, "section 28 of the Chronically

Sick and Disabled Persons Act 1970 (power to define "disability" and other expressions) applies in relation to the provisions of this Part as to

the provisions of that Act".

**Disability Equality** 

Duty

Day

Means the duty under Section 49A of the Disability Discrimination Act 1995, inserted by the Disability Discrimination Act 2005 which requires that "(1) Every public authority shall in carrying out its functions have due regard to— (a) the need to eliminate discrimination that is unlawful under this Act; (b) the need to eliminate harassment of disabled persons that is related to their disabilities; (c) the need to promote equality of opportunity between disabled persons and other persons; (d) the need to take steps to take account of disabled persons' disabilities. even where that involves treating disabled persons more favourably than other persons; (e) the need to promote positive attitudes towards disabled persons; and (f) the need to encourage participation by disabled persons in public life. (2) Subsection (1) is without prejudice to any obligation of a public authority to comply with any other provision of

this Act.

Distribution

Network Operator (DNO)

e-government

The Government objective to deliver efficiency savings while improving

the delivery of public services by joining up electronic government

services around the needs of customers. As defined in section 52 of NRSWA

Operator of an electricity distribution network.

**Emergency** works

**EToN** 

Electronic Transfer of Notifications, the system defined in the Technical Specification for EToN for passing notices, permit applications, permits and other information between promoters and the Permit Authority.

"Breaking up" (as defined above).

Excavation Extensible

Markup Language (XML)

File transfer protocol

(FTP) **Fixed Penalty** 

Notice

Footpath

A self-describing data format providing (amongst other things) a method of transferring data between systems. Note that the UK Government eGIF standard mandates XML for this purpose.

A method of transferring data between computers defined by RFC959 (RFCs - Request for Comments) are the standard documents that

define the operation of the internet).

As defined in schedule 4B to NRSWA, "fixed penalty notice means a notice offering a person the opportunity of discharging any liability to

conviction for a fixed penalty offence by payment of a penalty". As defined in Section 329 of the HA 1980, "footpath means a highway

over which the public have a right of way on foot only, not being a footway".

As defined in Section 329 of the HA 1980, "footway means a way Footway

comprised in a highway which also comprises a carriageway, being a

manipulating, analysing and displaying data related to positions on the

way over which the public have a right of way on foot only". A person or body occupying premises abutting the street. A person or body occupying premises abutting the street. A computer system for capturing, storing, checking, integrating,

system (GIS Earth's surface.

HA 1980 The Highways Act 1980.

HAUC(UK) The Highway Authorities and Utilities Committee for the UK. Heavy As defined in Section 138 of the Road Traffic Regulation Act 1984, commercial "heavy commercial vehicle means any goods vehicle which has an

vehicle operating weight exceeding 7.5 tonnes".

Highway As defined in Section 328 of the HA 1980, "highway means the whole

or part of a highway other than a ferry or waterway".

Highway As defined in sections 1 and 329 of the HA 1980. Authority

Highway works

Local register

highway

Frontager

Frontagers

information

Geographical

"works for road purposes" or "major highway works".

Highways Act (dual carriageways and roundabouts); (c) substantial alteration of the 1980 level of the highway; (d) provision, alteration of the position or width, or

substantial alteration in the level of a carriageway, footway or cycle track in the highway; (e) the construction or removal of a road hump within the meaning of section 90F of the Highways Act 1980; (f) works carried out in exercise of the powers conferred by section 184 of the Highways Act 1980 (vehicle crossings over footways and verges); (g) provision of a cattle-grid in the highway or works ancillary thereto; or (h)

tunnelling or boring under the highway"

**Immediate** immediate activities are either emergency works as defined in section activities

52 of NRSWA or urgent works as defined in The Street Works (Registers, Notices, Directions and Designations) (England)

Regulations 2007.

In As defined in section 105(1) of NRSWA

KPI (Key One of the DFT performance indicators used to show parity as defined in Regulation 40, and provided in the Code of Practice for Permits. See Performance Chapter 14. Indicator)

Land As defined in section 329 of HA 1980, "land includes land covered by

water and any interest or right in, over or under land".

As defined in section 270(1) of the Local Government Act 1972 and

Local authority includes the Common Council of the City of London.

Local planning authority has the same meaning as in the Town and

Local planning authority Country Planning Act 1990"

> A local register is a register that is maintained by a single street authority for their own geographic area and will include information on all streets other than those streets that are the responsibility of another

street authority

A subset of the NSG containing details of all streets in a local highway Local street gazetteer authority area, being a self-contained entity created and maintained by the local highway authority covering all streets in their geographic area

regardless of maintenance responsibility

Main roads All streets in reinstatement categories 0, 1 and 2 and those streets in

categories 3 and 4 which are traffic sensitive for all or part of the time.

Maintainable As defined in section 329 of HA 1980

highway Maintainable

As defined in section 329 of HA 1980, a "highway maintainable at the public expense means a highway which by virtue of section 36 above or of any other enactment (whether contained in this Act or not) is a highway which for the purposes of this Act is a highway maintainable at

the public expense"

Maintenance As defined in section 329 of HA 1980, "maintenance includes repair,

and "maintain" and "maintainable" are to be construed accordingly"

As defined in The Street Works (Registers, Notices, Directions and Major activities

Designations) (England) Regulations 2007 major activities are activities which have been identified in a promoter's annual operating programme, or if not identified in that programme, are normally planned or known about at least six months in advance of the date proposed for the activity; or activities, other than immediate activities, where (i) the authority has indicated to the promoter, or (ii) the promoter considers, that an order under section 14 of the Road Traffic Regulation Act 1984 (temporary prohibition or restriction on roads) is required; or activities, other than immediate activities, which have a planned duration of 11 days or more".

Major bridge works

As defined in section 88(2) of NRSWA, "major bridge works means works for the replacement, reconstruction or substantial alteration of a bridge"

Major highway works

As defined in section 86(3) of NRSWA, "major highway works means works of any of the following descriptions executed by the highway authority in relation to a highway which consists of or includes a carriageway - (a) a reconstruction or widening of the highway; (b) works carried out in exercise of the powers conferred by section 64 of the Highways Act 1980 (dual carriageways and roundabouts); (c) substantial alteration of the level of the highway; (d) provision, alteration of the position or width, or substantial alteration in the level of a carriageway, footway or cycle track in the highway; (e) the construction or removal of a road hump within the meaning of section 90F of the Highways Act 1980; (f) works carried out in exercise of the powers conferred by section 184 of the Highways Act 1980 (vehicle crossings over footways and verges); (g) provision of a cattle-grid in the highway or works ancillary thereto; or (h) tunnelling or boring under the highway" As defined in section 91(2) of NRSWA, "major transport works means substantial works required for the purposes of a transport undertaking

Major transport works

and executed in property held or used for the purposes of the

undertaking"

Minor activities

Are minor works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 as those activities other than immediate activities where the planned duration is 3 days or less

Minor roads

Streets in reinstatement categories 3 and 4 which are not traffic sensitive at any time.

Model Condition

One of the standardised condition texts provided by the scheme.

Prefixed by "WS". See Appendix F and Chapter 6.

National Grid Reference

Location reference using nationally defined eastings and northings The format in which it is presented must in all cases match that required by the Technical Specification for EToN.

National Land and Property Gazetteer (NLPG)

Gazetteer providing a national reference of land and property related Data Nationally consistent street gazetteer (NSG), a database defined as "an index of streets and their geographical locations created and maintained by the local highway authorities" based on the BS7666

National Street Gazetteer (NSG) -also referred to as Nationally

A database defined as "an index of streets and their geographical locations created and maintained by the local highway authorities"

Notice management systems receive electronic street works notices

based on the BS7666 standard.

**Consistent Street** Gazetteer Network

management

duty

**Notice** management system

As stated in Part 2 of TMA.

and are used by street authorities to manage them together with other relevant information.

New Roads and Street Works Act 1991. **NRSWA** 

NSG The body appointed to manage the NSG on behalf of the local highway Concessionaire authorities.

ODD operational district data

OM (Operational

One of the permit scheme metrics, see Chapter 14

Measure) Opening (the street)

Removing a lid or cover to a manhole, inspection chamber, meter box or other structure embedded in the street without any "breaking up" of

the street.

Ordnance Survey

Grid **OSGR**  A spatial location based on the geospatially referenced national grid

owned by the Ordnance Survey. Ordnance Survey Grid Reference

One of seven authorities (Greater Manchester, Merseyside, South Passenger Yorkshire, Strathclyde, Tyne & Wear, West Midlands and West Transport Authority Yorkshire) made up of representatives from local authorities in the area,

responsible for public transport in their area

Passenger Transport Executive

The executive arm of a Passenger Transport Authority

Pedestrian **Planning** Order

This refers to an order made under section 249(2) or (2A) of the Town and Country Planning Act 1990(6)

Permit The approval of a permit authority for an activity promoter to carry out

activity in the highway subject to conditions.

Permit The application that is made by a promoter to the authority to carry out application an activity in the highway. It is equivalent to the notice of proposed start

of works (section 55 of NRSWA) given under the Co-ordination regime. A local highway authority or other "highway authority" which has be

given approval by the Secretary of State to operate a permit scheme on

all or some of its road network.

Permit Management System

Permit Authority

A computer based system to record permit applications and consents

Permit Scheme A scheme approved by the Secretary of State under which permits for activities are sought and given.

Prescribed As defined in Section 104 of NRSWA, "prescribed means prescribed by

the Secretary of State by Regulations, which may (unless the context otherwise requires) make different provision for different cases".

Promoter A person or organisation responsible for commissioning activities in the

streets covered by the permit scheme. In the Permit Scheme promoters will be either statutory undertakers or the highway or traffic authority.

Protected street

are defined in NRSWA s61 (1)

Provisional Advance Authorisation

The early approval of activities in the highway, equivalent to the

advance notice given under s 54 of NRSWA.

(PAA) Provisional street

A provisional street is a street that does not yet have an entry in the

NSG. Typically these will be newly created and/ or private streets Public sewer Public sewer has the same meaning as in the Water Industry Act 1991 As defined in section 105(1) of NRSWA, "railway includes a light railway Railway

other than one in the nature of a tramway".

Reasonable period Reasonable

times

As defined in section 74(2) of NRSWA,

Reasonable times may be taken to mean normal office hours (08:00 to 16:30, Monday to Friday except Bank Holidays)

Regional electricity company **REC** 

Registerable activities Reinstatement Registerable activities correspond to what are "specified works" in the Traffic Management Permit Schemes (England) Regulations 2007. As defined in section 105(1) of NRSWA, "reinstatement includes

making good".

Relevant authority

As defined in section 49(6) of NRSWA,

Remedial work Remedial works are those required to put right defects identified in

accordance with the provisions of the Code of Practice for Inspections

and the associated regulations.

Road "Highway".

This means one of the road categories specified in Chapter S.1 of the Road category

code of practice entitled "Specification for the Reinstatement of Openings in Highways" dated June 2002, as revised or re-issued from

time to time

Road works Works for road purposes.

Schema XML) Schemas express shared vocabularies and allow machines to

carry out rules made by people. They provide means for defining the

structure, content and semantics of XML documents.

Sewer as defined in the Water Industry Act 1991 " includes all sewers Sewer

> and drains (not being drains within the meaning given by this subsection) which are used for the drainage of buildings and yards

appurtenant to buildings".

Sewer authority As defined in section 89(1)(b) of NRSWA,

**Small Openings** and Small

Excavations

All openings with a surface area of two square metres or less.

Special Engineering Difficulties (SED) By virtue of section 63 of NRSWA, the term special engineering difficulties relates to streets or, more commonly, parts of streets associated with structures, or streets or extraordinary construction where street works must be carefully planned and executed in order to

avoid damage to, or failure of, the street itself or the associated

structure with attendant danger to person or property.

Standard Are standard works as defined in The Street Works (Registers, activities Notices, Directions and Designations) (England) Regulations 2007.

These are activities, other than Immediate activities, that have a

duration of between 4 and 10 days inclusive.

Standard A model condition that applies to all permits or all permits of a certain activity type. Standard conditions do not need to be included on a Condition permit application or permit as they are taken as being included. See

Chapter 6.

Strategically significant streets

(SSS)

Definition given in the 'Permit Schemes - Additional Guidance (January 2013)': " Strategically significant streets includes traffic sensitive streets as defined under regulation 16 of The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 as well as streets which fall into reinstatement categories 0, 1 or 2 as defined in section 1.3 of the Statutory Reinstatement of Highways 2010.' [It should be noted that from time to time to ensure effective traffic management.

other streets may be included]."

As defined in section 48(1) of NRSWA Street As defined in section 49(1) of NRSWA, Street authority Street works As defined in section 48(3) of NRSWA, Street works As stated in section 50(1) of NRSWA,

licence

**Temporary** 

Traffic Regulation Order

Terms, Permit terms

This means an Order made under section 1, 6, 9 or 14 of the Road Traffic Regulation Act 1984.

The works promoter specified activity at the specified location at

specified times executed in a specified way etc. as defined in a granted, deemed or varied permit.

Means the Traffic Management Permit Schemes (England) Regulations The Regulations

2007 SI 2007 No. 3372.

TMA The Traffic Management Act 2004.

Traffic As defined in section 105(1) of NRSWA, "traffic includes pedestrians

and animals".

Traffic authority As defined in section 121A of the Road Traffic Regulation Act 1984: Traffic control Any of the five methods of controlling traffic detailed in the Code of

Practice "Safety at Street Works and Road Works".

Traffic flow The number of vehicles using the particular street at specified times of

the day and year, measured in accordance with DfT guidelines.

Traffic Traffic management is dictated by road space/occupation. Permit Management Regulations note that: "traffic management arrangements" includes

signs, signals, road markings, barriers and other measures which are intended to secure the expeditious, convenient and safe movement of

vehicular and other traffic (including pedestrians).

Traffic order This means an order made under section 1, 6 or 9 of the Road Traffic

Regulation Act 1984

Traffic sensitive street

This means a street designated by a street authority as traffic sensitive pursuant to section 64 of NRSWA and in a case where a limited

designation is made pursuant to section 64(3) any reference to works in a traffic sensitive street shall be construed as a reference to works to be

executed at the times and dates specified in such designation

Traffic sign As defined in section 105(1) of NRSWA, "traffic sign has the same

meaning as in the Road Traffic Regulation Act 1984"

Tramway As defined in section 105(1) of NRSWA, "tramway means a system,

mainly or exclusively for the carriage of passengers, using vehicles guided, or powered by energy transmitted, by rails or other fixed

apparatus installed exclusively or mainly in a street"

Transport As defined in section 91(1)(a) of NRSWA, "transport authority means authority body or person having the control or management of a

transport undertaking"

Transport As defined in section 91(1)(b) of NRSWA, "transport undertaking means

a railway, tramway, dock, harbour, pier, canal or inland navigation

undertaking of which the activities, or some of the activities, are carried

on under statutory authority"

Trunk road As defined in section 329 of the HA 1980, Type 1 (or 2, or As defined in the British Standard BS7666.

3) gazetteer Undertaker

undertaking

As defined in section 48(4) of NRSWA, As defined in the British Standard BS7666.

Unique street reference number (USRN)

Notices, Directions and Designations) (England) Regulations 2007

Working day As defined in section 98(2) of NRSWA, Works Street works or works for road purposes.

Works clear A notice under NRSWA s74(5C) following interim reinstatement. Works closed A under NRSWA s74(5C) following permanent reinstatement.

Works for road

As defined in section 86(2) of NRSWA,

purpose

XML Extensible Markup Language

# 17.2 APPENDIX B – Modifications and disapplications of NRSWA

# **B.1** Disapplication of NRSWA

The permit regulations disapply or modify certain sections of NRSWA. In permit areas the duties of activity promoters and street authorities under the following sections of NRSWA are replaced by equivalent duties imposed under Part 3 of the TMA and the regulations.

NRSWA section		Change	Permit regulations – Revised arrangements
S53	The street works register	Disapplied	Permit regulations prescribe similar provisions for permit registers
S54	Advance notice of certain works	Disapplied	Replaced by applications for provisional advance authorisation.
S55	Notice of starting works	Disapplied	Replaced by applications for permits
S56	Power to direct timing of street works	Disapplied	Replaced by permit conditions and variations, including those initiated by the permit authority.
S57	Notice of emergency works	Disapplied	Replaced by applications for immediate activities.
S66	Avoidance of unnecessary delay or obstruction	Disapplied	Replaced by equivalent provisions for permit authorities to require promoters in breach of the permit requirements to take remedial action and failing that for the authority to act.
			24-hour compliance period to be replaced with a requirement for promoters to comply within a reasonable specified period determined by the circumstances.

Table 2: Promoter's Duties – disapplied sections of NRSWA

NRSWA section		Change	Permit regulations – Revised arrangements		
S58	Restriction on works following substantial road works	Modified	The authority's ability to issue permits with start and end dates replaces directions to start work covered in S 58(5) to (78).  The regulations provide the equivalent of S 58A powers by allowing authorities to take into account whether promoters		

			responded to the S 58 notice by submitting an application for their planned activities
S58A	Restriction on works following substantial street works	Modified	Schedule 3A is modified to work in conjunction with permits.
S64	Traffic-sensitive streets	Modified	Permit regulations provide that permit applicant are notified of proposals to designate streets as traffic-sensitive streets.
S69	Works likely to affect other apparatus in the street	Effectively extended	Permit regulations create an equivalent requirement on highway authority promoters.
S74	Charge for occupation of the highway where works are unreasonably prolonged	Modified	Permit regulations make provision to operate in parallel with permits.
S88	Bridge, bridge authorities and related matters	Modified	Modified to work in conjunction with permits.
S89	Public sewers, sewer authorities and related matters	Modified	Modified to work in conjunction with permits.
S90	Provisions as to reinstatement of sewers, drains or tunnels	Modified	Modified to work in conjunction with permits.
S93	Works affecting level crossings or tramways	Modified	Modified to work in conjunction with permits.

Table 3 Promoter's duties – modifications to NRSWA

# 17.3 APPENDIX C – The Register

#### C.1 Introduction

- 17.3.1.1 The permit regulations require each permit authority to maintain a register of each street covered by their scheme. The register should contain information about all registerable activities on those streets and forward planning information about activities and other events which could potentially affect users of the streets.
- 17.3.1.2 Permit authorities will still need a register under section 53 of NRSWA for street information. This will cover those streets that are not part of the permit scheme including non-maintainable streets.
- 17.3.1.3 Requirements for NRSWA registers are contained in the Code of Practice for Coordination of Street Works and Works for Road Purposes and Related Matters.
- 17.3.1.4 It is recommended that authorities meet the statutory requirements for maintaining the two registers in such a way that the information can be combined easily to aid the coordination of activities and to provide information to road users.
- 17.3.1.5 Permit and notice management systems receive notices and permit applications electronically and allow an authority to manage them together with other relevant information. It often happens that one computer system doubles-up as the register and the permit and notice management system in a permit authority. This is acceptable provided the system fully meets the requirements for both Registers and Notice Management Systems.

# C.2 Register Keepers

- 17.3.1.6 For maintainable highways, the permit authority will usually be the highway authority.
- 17.3.1.7 For streets which are not maintainable highways (non-publicly maintainable or private streets) the street authority is the street manager. Maintaining a register might impose unreasonable burdens on street managers who are often just the householders fronting the street, so the regulations under NRSWA exempt street managers from the requirement to keep registers. Instead the local highway authority is required to keep the register of non-maintainable highways. As permit schemes do not apply to private streets, the record of activities in those streets would consist of notices under NRSWA and the street authority should continue to keep these on the NRSWA section 53 street works register.

# C.3 Local and Central Registers

- 17.3.1.8 A local register is a register that is maintained by a single permit or street authority for its own geographic area. It will include information on all streets other than those streets that are the responsibility of another authority.
- 17.3.1.9 A central register is a register covering two or more authority areas that is maintained by one single authority, the 'register authority'. A central register could, for example, include all authorities in a metropolitan area.

## C.4 Form of Registers

17.3.1.10 The register shall be kept on an electronic system. *The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007* require that all registers shall use GIS by April 2009. Permit registers should follow this requirement to ensure consistency between all holdings of street-related data. Each register must be maintained against the same digital map base to ensure

consistency between all holdings of street-related data. This common geographical dataset should be vector based, nationally consistent, maintained and seamless, with changes published on a regular update cycle.

#### 17.3.1.11 It should include:

vector objects (polygons, lines and points) representing real-world geographical features and boundaries, each with well-defined lifecycles and royalty-free unique identifiers suitable for referencing

road centreline geometry objects, each with royalty-free unique identifiers, which reference the road surface and form a complete and fully consistent topological network with no breaks or misalignments at administrative boundaries.

17.3.1.12 All authorities should synchronise their holdings of the common digital map data so that they all contain the same version of the data at any given point in time. Table 2 sets out the minimum specification.

Table 2. The minimum specification of the common map base						
Scale	Urban areas: 1:1250					
	Rural areas: 1:2500					
	Remote areas: 1:10000					
Accuracy Urban areas: ± 1.0m						
	Rural areas: ± 2.0m					
	Remote areas: ± 4.0m					
Coverage National and seamless, exhausting space over all land						
	areas.					
Geometry Types Point, Line and Polygon.						
Classification	Objects classified by physical form.					
Update Cycle	8 weeks (max.)					

#### 17.3.1.13

- 17.3.1.14 All streets in Local Street Gazetteers should reference the road centreline geometries in the common map base (using royalty-free unique identifiers), which should in turn reference polygons representing the road surface. Such a structure promotes consistency and maximises the possibility for interoperability between applications, both in the highway's arena and in a wider context.
- 17.3.1.15 In essence, local authorities should provide the USRN definitions and attribution as defined in BS7666, while the geometries should be recorded by referencing the road Centreline objects in the digital map base. This will promote reuse and consistency between datasets. All data should follow the principles of the Digital National Framework (www.dnf.org).

# C.5 Content of Registers

- The permit register must record:
- copies of all Provisional Advance Authorisation, permit and permit variation applications submitted to the permit authority relating to registerable activities in any street
- copies of all permits and Provisional Advance Authorisations given by the authority, including conditions attached as well as all variations to permits and conditions including any permits "deemed" granted (see 11.1.4)
- copies of all revoked permits, refused Provisional Advance Authorisations and refused permits, together with the reasons for such refusals;
- copies of all notices, consents and directions served by a street authority under section 58 or 58A of NRSWA;
- copies of all notices served by a promoter under sections 58 and 58A of NRSWA
- copies of all notices given under section 74 of NRSWA

- description and location of activities for which plans and sections have been submitted under Schedule 4 of NRSWA (streets with special engineering difficulties)
- particulars of notices given by any relevant authority under Schedule 4 of NRSWA
- particulars of street works licences under section 50 of NRSWA, including details of conditions and changes of ownership and of any NRSWA notices or directions associated with those licenses;
- information under section 70(3) and (4A) of NRSWA as to completion of reinstatements;
- particulars of apparatus notified to the street authority under section 80(2) of NRSWA;
- every notice of works pursuant to section 85(2) of NRSWA;
- details of every street for which the local highway authority are the street authority;
- details of every street which is a prospectively maintainable highway over which a permit scheme would operate;
- details of every street over which a permit scheme would operate, of which the local authority is aware, which is a highway but for which it is not the highway authority;
- details of every street which is a) a protected street; b) a street with special engineering difficulties; c) a traffic-sensitive street.
- 17.3.1.16 Authorities should ensure that their register also includes the following items, which are contained within the ASD:
  - the road category of each street;
  - details of every street where early notification of immediate activities is required.

## C.6 Access to Registered Information

# C.6.1 Access to registers

- 17.3.1.17 Everyone has a right to inspect the register, free of charge, at all reasonable times, except as noted in 3.6.2. "All reasonable times" may be taken to mean normal office hours (e.g. 08:00 to 16:30, Monday to Friday except Bank Holidays).
- 17.3.1.18 Permit authorities are strongly recommended to publish their register on their public website. This should be available 24 hours a day, seven days a week, except for those occasional times when it will be unavailable due to upgrade and maintenance. This work should, wherever possible, be done outside normal office hours.
- 17.3.1.19 Much of the detailed information in the register is unlikely to be of interest to the public. It is therefore suggested that the website display the headline information first and allow users to drill down to more detailed information. However, it is the responsibility of the local authority to decide how much information to make available in this way.
- 17.3.1.20 Permit applications and notices contain confidential information such as names and telephone numbers of contacts in organisations. Authorities should make sure that such information remains confidential. Authorities should also make it clear that they are not responsible for the accuracy of information concerning those activities for which they are not the promoter.

- 17.3.1.21 The website should allow records to be searched by the USRN or the "street descriptor" (the street name, description or street number) as given in the NSG. The Highways Agency has its own methods of disseminating such information on trunk roads and motorways.
- 17.3.1.22 Public access to websites should be read-only to prevent unauthorised amendment to records.

#### C.6.2 Restricted information

- 17.3.1.23 Restricted information is anything certified by the Government as a matter of national security, or information which could jeopardise the promoter's commercial interests such as details of a contract under negotiation. The promoter should indicate restricted information on the application.
- 17.3.1.24 Restrictions on the release of information should as limited as possible. In particular, it should not be assumed that because some item of information about an activity needs to be restricted, all information about it needs to be. For example, a Provisional Advance Authorisation might need to be restricted for commercial reasons, whereas a later permit need not be. The case for restriction needs to be considered on an item by- item rather than an activity-by-activity basis.
- 17.3.1.25 The right of access to restricted information is limited to:
  - (a) persons authorised to execute any type of activity in the street; or,
  - (b) persons "otherwise appearing to the authority to have a sufficient interest".
- 17.3.1.26 Any person wishing to see restricted information must satisfy the permit authority, as a minimum, that his interest is greater than the general interest of the ordinary member of the public.
- 17.3.1.27 Restricted information should not be shown on highway authorities' websites.

#### C.6.3 Retention of information

- 17.3.1.28 Information provided by means of any permit application under the TMA or notice under NRSWA should be retained on the register for at least six years after completion of the guarantee period of the activity referred to in the notice. Information about other activities should be retained on the register for at least six years after completion.
- 17.3.1.29 Any legal claims in relation to the activity must be brought within six years of the date on which the event which forms the basis of the claim occurred. In the case of personal injuries, claims must be brought within three years of the date on which the event happened. However, in the case of a person who is below 18 years of age, the claim can be made up to three years after they reach 18. Information should be kept for those periods for that purpose, which may mean 21 years and nine months in the case of injury to an unborn child.
- 17.3.1.30 Permit authorities will need to decide how to keep the information on the register. Because of the size of the database the authority may decide to archive information, or a subset of the information on the register for a longer period or even indefinitely.
- 17.3.1.31 Both authorities and utility companies will need to obtain their own legal advice and guidance on how to meet these requirements.

#### 17.4 APPENDIX D – The Street Gazetteer

#### **D.1** Introduction

17.4.1.1 This chapter provides information about a nationally consistent street gazetteer (NSG) which contains basic and consistent information about all streets in England.

#### D.2 The Street Gazetteer

- 17.4.1.2 Every local highway authority produces a Local Street Gazetteer (LSG) and a copy is held centrally by the NSG Concessionaire. Each of these local gazetteers shall contain the information, required by and defined in the Technical Specification for EToN, about the streets in that authority's area.
- 17.4.1.3 Permit authorities and activity promoters may obtain full copies and updates of the street data from the NSG Concessionaire's website.

# D.2.1 Creating and updating the NSG

- 17.4.1.4 Street gazetteers shall be created, maintained and published at Level 3 (as defined in BS 7666).
- 17.4.1.5 It is the local highway authority's responsibility to create and maintain street gazetteer data for all streets within their geographical area, whether or not it is the street authority for any particular street.

#### D.2.2 Referencing

- 17.4.1.6 Information held in permit registers must be referenced to the Unique Street Reference Number (USRN) which relates to the Type 1 or Type 2 street entry given for each street in the street gazetteer see the Technical Specification for EToN.
- 17.4.1.7 It is essential that all users are working from the same data. In most cases this will be the street gazetteers on the NSG concessionaire's website. The owner of the particular street gazetteer should be able to use their own copy which should be the same as that held by the NSG concessionaire.

#### D.2.3 Provisional streets

- 17.4.1.8 A provisional street is a street that does not yet have an entry in the NSG. Typically, these will be new and/or private streets. The street authority must register private streets. A permit application, or Provisional Advance Authorisation application, for a proposed activity should be submitted against a provisional street only if an activity promoter is certain that the street concerned is not in the NSG. It is then the responsibility of the local highway authority to allocate a USRN, notify the activity promoter, and create a level 3 entry in the LSG and SG website. The promoter should then use this USRN in all further permit applications and notifications relating to the activity.
- 17.4.1.9 Under section 87 of NRSWA, a highway authority should make a declaration that a street is likely to become a maintainable highway. The declaration should be registered as a local land charge.

#### D.2.4 Trunk road network

17.4.1.10 There is a Trunk Road Street Gazetteer (TRSG) for the motorway and trunk road network maintained by the Highways Agency. Works on streets maintained by the

17.4.1.11 Highways Agency should be notified using the trunk road referencing number (TRRN) contained in the TRSG, instead of the USRN.

#### D.3 Additional Street Data

- 17.4.1.12 Additional Street Data (ASD) refers to other information about streets held on the NSG Concessionaire's website alongside the NSG data. Highway authorities, activity promoters and other interested and approved parties may obtain copies and updates to this data from the concessionaire.
- 17.4.1.13 Local highway authorities should provide the following information for the ASD:
  - (a) the street authority responsible for maintaining the street;
  - (b) whether the street is publicly maintainable, prospectively publicly maintainable, or private;
  - (c) whether the street, or part of the street, is covered by a permit scheme or the NRSWA notification regime, who the permit authority is or street authority is, details of shared streets if this applies, and whether it is an individual, common or joint scheme (see Chapter 7 for definitions of joint and common schemes);
  - (d) any other authorities and activity promoters with an interest in the street;
  - (e) the street reinstatement category;
  - (f) designations of protected streets;
  - (g) designations of streets with special engineering difficulty;
  - (h) designations of traffic-sensitive streets;
  - (i) whether the street is subject to early notification of immediate activities;
  - (j) where possible, streets on which it might be expected that conditions relating to the non use of that street for new apparatus, but not the maintenance of existing apparatus, may be used;
  - (k) other features of the street, such as structures, environmental areas, parking restrictions, priority lanes, special surfaces, standard surface and special construction needs etc.
- 17.4.1.14 Designations may cover only part of a street or may vary along a street. The relevant detail should be recorded in the ASD.
- 17.4.1.15 In the above list, items (a) to (h) are mandatory and (i), (j) and (k) are optional although street authorities are urged to make full use of these facilities.
- 17.4.1.16 If all parties agree, the ASD may also be required to contain other data for example traffic regulation and parking restriction orders that apply to the street and may need to be lifted temporarily for works or information that the Department for Transport may need from local authorities such as inventory data.

# D.3.1 Responsibility for creating and updating

- 17.4.1.17 Where the street authority is also the local highway authority, it creates the ASD together with the NSG.
- 17.4.1.18 Where the street authority is not the local highway authority, it may create and submit its own ASD to the NSG Concessionaire. This should be referenced to the local highway authorities' gazetteers.
- 17.4.1.19 Organisations that fall into this category are:
  - The Highways Agency which manages the motorway and trunk road network in England
  - Transport for London (which manages the main road network within London)
  - Network Rail (which is the street authority for level crossings between the barriers)

17.4.1.20 Any other authority, activity promoter or interested party should submit records to the NSG Concessionaire to ensure that their interest in a street is logged. The interest records should be entered into the ASD maintained by the local highway authority. This is particularly appropriate to neighbouring authorities in the exercise of their network management duty. The NSG Concessionaire will administer this process.

# D.3.2 Procedures for creating and updating

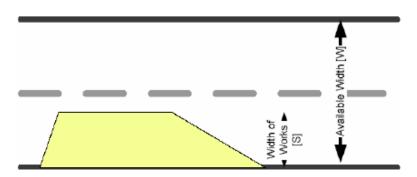
- 17.4.1.21 The relevant authority should forward additions or amendments to the ASD to the NSG Concessionaire using the formats in the Technical Specification for EToN. These become valid as specified in the NRSWA regulations.
- 17.4.1.22 It is essential that all users work from the same data, especially in the case of designations. But it is impractical to require users to download updates from the website daily until dynamic on-line updating is available. Monthly updates are now proposed so that any changes to the ASD will be as current as possible without the requirement for on-line updating. Users of the ASD data must ensure that they are using the most current version of the data.
- 17.4.1.23 Provision for dynamic on-line updating of the NSG and ASD data is expected in the future.

# 17.5 APPENDIX E – Disruption effect Score

# **E.1** Disruption effect

17.5.1.1 The disruption effect score is based on the reduction in capacity resulting from an activity on the highway. The reduction in capacity may be calculated using an algorithm that requires the entry of a number of simple factors. These factors are as follows.

Factor	Description
[P]	The daily traffic flow, measured as an average am/pm peak hour flow in PCUs per hour, so that it takes account of HGV percentages. Source: Highway authority
[W]	The total width in metres of the carriageway (or the width of both carriageways for a dual carriageway road). Source: Ordnance Survey mapping using GIS tools
[S]	The width in metres of the activity occupying the carriageway, or in the case of activities on the footway, this would be the width in metres of the carriageway occupied by attendant vehicles and associated traffic management, as well as the width needed for any incursion of pedestrians, cyclists and horse riders into the carriageway. Source: Established as part of the works planning process



17.5.1.8

# **E.2** Calculation of Disruption Effect Score

- 17.5.1.9 The following algorithm is used to calculate the Disruption Effect Score
- 17.5.1.10 Disruption Effect Score =  $[(P \times 100)/(1600 \times (W-S)/3.65)]$

# **E.3** Use of Disruption Effect Score

- 17.5.1.11 The disruption effect score has a number of specific uses including:
  - Derivation of the Traffic Impact Assessment
  - Objective based prioritisation for coordination, and;
  - Performance indicators
- 17.5.1.12 However this is not a mandatory requirement

# **E.4** Impact Assessment

17.5.1.13 The impact assessment is a broad indicator of the potential disruption that could arise from an activity on the highway.

# E.5.1 Impact on General Traffic

17.5.1.14 The impact assessment for general traffic is derived directly from the daily disruption effect score for the activities, as follows:

Disruption Effect Score	Impact
Greater than or equal to 75	Severe
Greater than or equal to 50 and less than 75	Moderate
Greater than or equal to 25 and less than 50	Slight
Less than 25	None

# E.5.2 Impact on Buses

17.5.1.24 The impact assessment for bus traffic is assessed for defined bus routes only and is derived as follows:

Disruption Effect Score / Factor	Impact		
Greater than or equal to 75	Severe		
Greater than or equal to 50 and less than 75	Moderate		
Dedicated bus lane diverted	Moderate		
Greater than or equal to 25 and less than 50	Slight		
Less than 25	None		

# E.5.3 Impact on Pedestrians

17.5.1.36 The impact assessment for pedestrian traffic is derived as follows:

Factor	Impact										
	Footway Hie	Footway Hierarchy Category									
	1a	a 1 2 3 4									
Closure	Severe	Severe	Severe	Severe	Moderate						
Complete diversion	Severe	Severe	Severe	Severe	Slight						
Partial diversion	Severe	Severe	Severe	Moderate	Slight						
Narrowing >50%	Severe	Severe	Slight	Slight	Slight						
Narrowing <50%	Severe	Moderate	Slight	None	None						

- 17.5.1.65 A 'complete diversion' of a footway is where a new route for pedestrians has been established, for example where there is a requirement to cross the road to use the opposite footway.
- 17.5.1.66 A 'partial diversion' of a footway is where the route for pedestrians is diverted around the activity's site but remains on the same side of the road.
- 17.5.1.67 In addition, the impact of any activities on footways associated with urban transport facilities will be considered as 'severe'. For the purposes of this section these are any activities on footways that are within 100 metres of an entrance to a bus, tube, railway or tram station.

# 17.6 APPENDIX F – Model Conditions

17.6.1.1 Refer also the WaSP scheme Operational Guidance for more details on how and when these should be applied.

Model condition number	Type of condition	Scheme reference	Condition text						
EToN 1:	Date constraints								
WS1	Duration (Strategically Significant Streets)  Significant Streets)  The activities hereby permitted shall not commence before the Proposed Start Date or in the case of Immediate Works the Actual Start Date contained in the application for immediate works and must end by the Estimated End Date provided on this permit. The Proposed Start Date, Actual Start Date and Estimated End Date are as defined in the current EToN specification.								
WS2	Duration (Category 3 and 4 Street)	5.4.5 (standard)	The activities hereby permitted shall not commence before the Proposed Start Date and must commence within the valid starting window period or in the case of Immediate Works by the Actual Start Date contained in the application for immediate works and once the activities have commenced the activities must take no more than [x number of] days in total to be completed. The Proposed Start Date, Actual Start Date and Estimated End Date are as defined in the current EToN specification						
EToN 2:	Time constraints / E	ToN 3 : Ou	ut of hours works						
WS10	Specifying the days and times of day that works may take place	6.3.3	The activities hereby permitted shall only take place between [start time] and [end time] on weekdays and [start time] and [end time] on Saturdays and [start time] and [end time] on Sundays or Bank Holidays.						
EToN 4:	Materials and Plant	Storage							
WS20	Removal of equipment, traffic management and materials	6.3.4	It is a condition of this permit that [traffic management provisions, equipment/plant, surplus material excavated as a consequence of the activities etc.] must be removed from the public highway (within [x hours] of being excavated/by [time]each working day]						
EToN 5:	Road occupation dir	nensions							
WS30	Area of highway occupation permitted	6.3.4 and 6.3.5	The activities hereby permitted shall occur only within the area [insert description of area or provide traffic management plan reference] including the relevant and required signing, lighting and guarding.						
EToN 9:	Traffic Management	Changes							

WS40	Traffic Management Arrangements	6.3.5	The works comprised in [specified part A/B] of the activities hereby permitted shall be subject to and shall occur only when the following traffic management measures are in place [or as attached in schedule]					
WS41	Works stages agreement	6.3.5	The works comprised in [specified part B] of the activities hereby permitted shall not be commenced before the works comprised in [specified part A] are completed.					
WS42	Maintaining diversion signage	6.3.5 and 13.8	When the diversion route as specified and agreed as part of the illustration for this permitted activity is in operation the diversion route signage must be visible at all times and during periods when the diversion is not required, the sign faces should be covered, or removed as soon as the diversion ceases to be operational.					
WS43	Temporary Traffic Restrictions and other approvals	Temporary Traffic 6.3.5 The activities hereby permitted shall not commence until approval for [temporary traffic restrictions etc] have been given for the duration of the works or relevant works phase						
EToN 10	): Work methodology	,						
WS50	Methodology for carrying out activities	6.3.6	For the activities hereby permitted on this site, as agreed, the works methodology employed will be [specified] throughout the duration of the works activity.					
WS51	Interim or permanent reinstatement Work	6.3.6	For the activity hereby permitted, a [permanent /interim] reinstatement should be completed within the permit duration as discussed and agreed with the permit authority.					
WS52	Specialist Materials	6.3.6 and 13.10	The activities hereby permitted may only commence once specialist materials and suitably qualified operatives [as agreed with the local authority] are available for a permanent reinstatement within the duration of this permit.					
EToN 11	: Consultation and p	ublicity						
WS60	Site board display	6.2.1 (standard)	It is a condition of this permit that the activities hereby permitted shall not be carried out unless a site information board(s) is displayed on the site at all times for the duration of the works. This must be displayed in a prominent place at all times so that it may be read easily by the public, clearly displaying the correct Permit/Linked permit or remedial permit reference number. For Immediate Works the display of the correct Permit reference number is required by 10.00am on the next working day after the works have started on site.					
WS61	Emergency Traffic Management	6.2.1 and 13.9 (standard)	It is a condition of this permit for Immediate activities, that where it is identified that temporary traffic signals or a temporary traffic restriction order or notice is required, the local authority must be contacted immediately and the promoter should act upon directions provided from the authority.					
WS62	Consult with specific bodies	6.3.7	The activities hereby permitted shall not commence without prior consultation and agreement with [organisation(s)] and confirmation of the agreement for works to go ahead has been supplied to the Permit Authority.					

WS63	Publicity for proposed works	6.3.7	The activities hereby permitted shall not commence unless the works promoter has undertaken the following consultation or publicity [as described] .] With [as provided] as agreed with the permit authority.
WS64	Delay in starting works	6.3.7 and 5.4.5	On strategically significant streets, or a Major activity, where there is a delay in starting the activity hereby permitted the works promoter must inform the authority by 10:00am on the morning the activity is due to begin, and by 10:00am on subsequent mornings should the delay continue.
WS65	End of highway occupation	6.3.3	On a strategically significant street following completion of the permitted activities and once the highway occupation has ended, as discussed and agreed with the Permit Authority, the works promoter should inform the authority that the site is clear within 2 hours or by 10.00am the next working day in the case of an activity ending outside the normal working day.
EToN 12	: Environmental con	ditions	
WS70	Methodology at different times	6.3.8	For the activities hereby permitted, the following working methodology [insert method of working] shall only take place between [start time] and [end time] on weekdays and/or [start time] and [end time] on Saturdays and/or [start time] and [end time] on Sundays or Bank Holidays and must not continue beyond these times.
WS71	Site environmental requirements	6.3.8	It is a condition of this permit that the activity hereby permitted must be maintained in a clean and tidy condition and that [any spillage, material, temporary markings, waste etc] must not be left on site and must be removed from the public highway as required by the permit authority within [x hours]/ by [time] each working day.
EToN 13	: Local Conditions		
WS80	Extended reinstatement on a street subject to Section 58	Shropshire 18.2.8	The activities hereby permitted will be undertaken on a road section subject to S58 restrictions and as these works are not exempt as described in the Code of Practice for Permits, the reinstatement of these works will be permanent and require an additional reinstatement area as agreed with the Permit Authority.

West and Shires Permit Scheme v.1.2

# 17.7 APPENDIX G – table of fees

	£ Charges on strategically significant streets							£ Charges on non-strategically significant streets								
WaSP Authority	Major PAA	Major PA >10days	Major PA 4-10days	Major PA <4days	Standard	Minor	Immediate	Permit Variation	Major PAA	Major PA >10days	Major PA 4-10days	Major PA <4days	Standard	Minor	Immediate	Permit Variation
Shropshire	105	240	130	65	130	64	60	45	75	150	75	45	0	0	0	35

# West and Shires Permit Scheme authority addendums

- 18.1.1.1 The WaSP Scheme is a common scheme but allows certain elements of the scheme to be adjusted to suit individual authorities. This includes the permit fee profiles, additional discounting of fees, transitional arrangements, specific objectives and measures and local conditions.
- 18.1.1.2 This chapter provides for addendums from each joining WaSP scheme authority to enable it to set out any specific items pertaining to their operation of the WaSP scheme.
- 18.1.1.3 Each authority will set out these elements in the following sections.
- 18.1.1.4 To assist in clarity for local conditions, these will also be included in the table in Appendix F.
- 18.1.1.5 To assist in clarity for individual permit fee profiles these will also be included in the table in Appendix G.

# 18.2 Shropshire Council Addendum

18.2.1.1 This addendum to operate the WaSP scheme is for Shropshire Council unitary authority; Telford and Wrekin is part of the ceremonial county of Shropshire only and is not part of this application.

# 18.2.2 Streets covered by the Shropshire scheme

- 18.2.2.1 The "specified area" as required under Regulation 7, will be the geographical area encompassed by Shropshire Council's boundary in respect of Shropshire Council.
- 18.2.2.2 All streets maintained by, or on behalf of Shropshire Council are included within this scheme (regulation 8). These streets are identified as part of Shropshire Council's additional street data (ASD).
- 18.2.2.3 Highways Agency roads and private streets are not included in the scheme.

# 18.2.3 Objectives and measures

18.2.3.1 Shropshire Council will use the objectives and measures as described in the WaSP scheme.

#### 18.2.4 Fee Levels

- 18.2.4.1 Shropshire Council has set their fee levels in accordance with the DFT document Permit Fees Guidance (July 2008), and the Additional Advice Note – for developing and operating future permit schemes (January 2013), and in accordance with the maximum fee levels specified in Regulation 30.
- 18.2.4.2 The levels set reflect Shropshire Council's commitment to keeping charges proportionate to the level of work done in issuing a permit. Therefore, there is a zero charge on Minor, Standard and Immediate activities on non-strategically significant streets. This ensures Shropshire Council are able to operate the WaSP scheme in a rigorous and effective manner, focussing on more significant activities and those taking place on streets where disruption is likely to be highest while ensuring that those communities and businesses that rely on the more rural network can still benefit from the application of a permit scheme on these roads.
- 18.2.4.3 There is a charge for Permit Variations on all streets. This reflects the added work required to manage changed situations and also is an incentive for activity promoters to plan and submit permits accurately in the first instance.

Activity type	Charge on strategically significant streets	Charge on non- strategically significant streets
Provisional Advance Authorisation	£105	£75
Major activities (over 10 days duration AND major activities requiring a TTRO)	£240	£150
Major activities (4 to 10 days duration)	£130	£75
Major activities (up to 3 days duration)	£65	£45
Standard activities	£130	£0
Minor activities	£64	£0

Immediate activities	£60	£0
Permit variation	£45	£35

# 18.2.5 Strategically significant streets

- 18.2.5.1 Strategically significant streets includes traffic-sensitive streets (defined under regulation 16 of *The Street Works (Registers, Notices, Directions and Designations)* (England) regulations 2007.) as well as streets which fall into reinstatement categories 0, 1 or 2 as defined in Section 1.3 of the statutory Specification for the Reinstatement of Openings in Highways (SROH).
- 18.2.5.2 In addition, the Permit Authority may include other streets that are significant locally, for instance streets linking rural communities where the impact from activities on the highway could be severe. This definition is given in the DFT document *Permit Schemes Additional Guidance (January 2013)*.
- 18.2.5.3 Shropshire Council undertook additional public consultation to determine local community views on this matter. They consulted with their own highway divisions, parish councils and held open forums for the public and businesses.
- 18.2.5.4 An additional 55 streets over and above the 'traffic sensitive' network have been designated as strategically significant. In general these were classed as the following
  - Village Route: Road identified as being strategic to Village/Hamlet, in particular some villages with only one or two roads in and out of the village are particularly vulnerable to disruption from even small scale activities on these roads
  - Commuter Route: Road identified as high volume use. These might also be due to tourism. A particular problem with these roads is the scale of diversion routes which can often be 40 or 50 miles
  - Flood Diversion Route: Road identified as being used as diversion route at times
    of flooding
  - Clive Barracks (Military): Road outside/close to military base
  - RAF Shawbury: Road outside/close to Air base
- 18.2.5.5 A full list of all streets included in the permit scheme, with an indication of those considered strategically significant is available in spreadsheet form as an addendum to this document. These streets are also identified within Shropshire's Additional Street Data (ASD).

# 18.2.6 Waiving and reduced permit fees

- 18.2.6.1 Section 9.3 and 9.4 of the WaSP scheme document details when a fee may be waived or discounted.
- 18.2.6.2 In addition Shropshire Council may waive an individual charge or offer a discount where it considers such action is merited.

#### 18.2.7 Fee Review

18.2.7.1 Shropshire Council is committed to undertaking a review of its level of fees annually to ensure that the overall fee income does not exceed the allowable costs in running the scheme. The outcome of the annual fee reviews will be published and open to public scrutiny.

18.2.7.2 If a sustained surplus or deficit occurs over a number of years the fee levels will be adjusted accordingly.

#### 18.2.8 Invoicing arrangements

- 18.2.8.1 Problems with electronic systems, or incorrect sequencing of notices, or other reasons may lead to differences between the activity promoter and the Permit Authority over what each party consider applicable charges.
- 18.2.8.2 Shropshire Council intend to provide a schedule of charges to each activity promoter on a monthly basis in the form of a 'draft invoice'. This will be submitted to the activity promoters for them to review and reconcile with their own systems.
- 18.2.8.3 Following this submission there will be a ten-day period to enable the activity promoter to agree the charges with Shropshire Council.
- 18.2.8.4 Following agreement, Shropshire Council will submit a final invoice under its normal terms of payment.
- 18.2.8.5 The WaSP scheme Operational Guidance will provide further details on this process and invoicing and payment terms.

#### 18.2.9 Standard Conditions for Immediate permits

18.2.9.1 Shropshire Council require activity promoters to follow the requirements of section 6.5. If Shropshire Council consider it necessary to require subsequent 'standard' conditions for immediate works they will make provision for this as a local condition.

#### 18.2.10 Local Conditions

- 18.2.10.1 Where the activity is planned in a section of road that has a Section 58 (NRSWA) restriction in force and the proposed activity is not exempt from Section 58 (as described in chapter 8 of the *Code of Practice for Permits*), the Permit Authority may be of the opinion that an extended reinstatement area will be required. The Permit Authority may agree for the activity to take place only if an extended area of surface course is reinstated. Model condition WS80 will be applied to the permit to set out the agreement reached.
- 18.2.10.2 This condition addresses a very specific situation: that is where Shropshire Council allows works to take place within a Section 58 restriction area where they may legitimately refuse to allow excavation works to take place but where in order to expedite the activity there is a local agreement between Shropshire Council and the activity promoter or their contractor to undertake an enlarged area of reinstatement.
- 18.2.10.3 This condition cannot be imposed on a permit since it requires agreement between both parties. Where no agreement is reached, Shropshire Council is within their rights to refuse a permit to undertake that activity until the restriction is lifted.

# 18.2.11 Details of transitional Arrangements

- 18.2.11.1 Shropshire Council intends to implement the WaSP scheme on 1 April 2014.
- 18.2.11.2 The permit regime has been designed to follow closely the processes and timescales of the NRSWA noticing regime.
- 18.2.11.3 The basic rules of transition from noticing to permitting will apply on all roads where the permit scheme operates as detailed in Chapter 15.
- 18.2.11.4 Where section 54, 55 or 57 notices are submitted but require cancelling and amending to a PAA/PA, Shropshire Council will ensure that road space already

- booked will not be affected, and will assist the activity promoter by providing early start agreements as required.
- 18.2.11.5 Shropshire Council will proactively examine their street works register in advance of implementation to help identify those notices that may need to be amended in this way.
- 18.2.11.6 As required in Regulation 3, the Permit Authority will give a minimum of 4 weeks notice of commencement of the scheme, following the Order being made by the Secretary of State, to all those previously consulted on the permit scheme.

# 18.2.12 Waiving of fees during transitional period

- 18.2.12.1 Shropshire Council will operate the WaSP scheme for the first month (from 1 April 2014) with no charge for permits issued.
- 18.2.12.2 In addition Shropshire Council will discount Fixed Penalty Notices for a three month period (from 1 April 2014) to a zero charge.
- 18.2.12.3 Shropshire Council will monitor offence levels and where it is considered that an activity promoter has high levels of non-compliance and is not showing the capability, or meeting Shropshire Council's expectation to improve over time then the FPN charges will be increased to act as an additional driver to improve practices.
- 18.2.12.4 The bedding in period will allow a transition that will not penalise genuine mistakes and allow both Shropshire Council and activity promoters to work closely together to ensure the first few months of the WaSP scheme implementation concentrates on the important aspects of the scheme and provides an opportunity for concerted dialogue to ensure the success of the WaSP scheme as a whole.

# SHROPSHIRE COUNCIL SUSTAINABLE PROCUREMENT POLICY

# INTRODUCTION

In recognising The National Action Plan on Sustainable Procurement, 'Procuring the Future', this is our sustainable procurement policy document which sets out:

- A. The background to our Policy
- B. The Policy itself
- C. The advice and guidance available

# A. THE BACKGROUND TO OUR POLICY

Shropshire Council's policy on sustainable procurement emerges from three main sources.

# 1. Shropshire Council Vision, Aims and Core Values

Shropshire Council's vision is: "To improve significantly the quality of life for Shropshire people".

Our vision is driven by five important aims:

- (i) We will work with others to deliver joined-up, affordable, accessible and quality services.
- (ii) We will create and protect a healthy, independent and safe way of life for all.
- (iii) We will work with all our communities and keep them connected.
- (iv) We will safeguard and strengthen Shropshire's unique environment.
- (v) We will always carry out our core duties to educate, to care, to keep Shropshire moving.

Our core values demonstrate that how we do things is important to us – in everything we do we will do our very best to:

- (i) Put our customer first
- (ii) Promote diversity
- (iii) Always improve
- (iv) Care for staff
- (v) Demonstrate value for money
- (vi) Communicate openly and honestly

# 2. Sustainability Policy and Action Plan

The aims of the Sustainability Policy and Action Plan are for the council to demonstrate leadership and develop accountability in corporate performance and service delivery in relation to sustainability. In particular the policy includes making whole life costs integral to the delivery of all council services and developing sustainable procurement procedures within all elements of the supply chain.

# 3. Shropshire Council's Procurement Strategy

The primary objective of our procurement strategy is to procure services that are affordable, fit for the purpose and meet the needs of local people and service users and provide Best Value. In meeting our primary objective, one of the key underpinning principles is the promotion of sustainability.

In 2005, the UK Government's Sustainable Development Strategy agreed a set of shared UK principles that provide a basis for sustainable development policy within the UK:

- 1. Living within environmental limits.
- **2.** Securing a strong, healthy and just society.
- 3. Achieving a sustainable economy.
- 4. Using sound science responsibly.
- **5.** Promoting good governance.

Social, economic and environmental issues are linked and therefore best addressed together and the UK now has four priority areas for immediate action:

- 1. Sustainable consumption and production
- 2. Climate change and energy
- 3. Natural resource protection and environmental enhancement
- 4. Sustainable communities

The Council is committed to a mixed economy of service providers because we believe services should be delivered by organisations that best met our local needs and standards, and the Sustainable Development Strategy also contains equally ambitious targets for sustainable procurement:

- i) Lead by example
- ii) Set clear priorities
- iii) Raise the bar
- iv) Build capacity
- v) Remove barriers
- vi) Capture opportunities

Against these six recommendations sits the Flexible Framework against which public bodies can assess their own performance.

#### **B. OUR POLICY**

Our Sustainable Procurement Policy is made up of the following commitments by the Authority:

- 1. The Council will ensure the needs of different service users and local communities are met when assessing the business need for the contract, in writing specifications, evaluating t enders and throughout the delivery of the contract.
- **2.** The Council will address sustainability issues throughout the tender process and in the delivery and design of contracts.
- **3.** The Council will consider low carbon procurement options in its present approach to resource use and in particular the procurement of utilities and premises.
- **4.** The Council recognises the impact of our procurement decisions on the local economy and small and medium enterprises (SMEs) is important. With the decline of agricultural activity and the challenges faced by rural communities, the Council has a significant role to play in the

local economy. The Council will therefore promote and run workshops for local suppliers that will encourage local business to offer their products and services to the Council.

- **5.** The Council will ensure that our officers and members receive adequate training in Sustainable Procurement issues at the correct level dependant on roles.
- **6.** The Council will ensure that guidance on Sustainable Procurement is available to our officers, members and suppliers and service providers.
- 7. The Council will strive to meet the milestone recommendations of the Sustainable Procurement National Action Plan 'Procuring the Future': The Council will use the Flexible Framework to develop a Sustainable Procurement Action Plan.
- 8. The following areas have been identified as priority sustainable areas in public spending:-
  - Construction
  - Health and Social Care
  - Food
  - Uniforms, clothing and textiles
  - Waste
  - Pulp, Paper and Printing
  - Energy
  - · Consumables-office machinery and computers
  - Furniture
  - Transport (business Travel, Motor Vehicles)

From these we will identify the key areas for Shropshire Council Sustainable Procurement within our Action Plan.

# C. ADVICE AND GUIDANCE

The following advice and guidance is already available on the Shropshire Council website or from the Sustainability Team for use by our Officers and Members:

- A detailed guidance document on 'Achieving Community Benefits and Sustainability through Procurement.
- Individual Guidance Documents have been developed for the following areas of procurement:
  - Foodstuffs
  - Horticulture and Landscaping
  - Paper and Stationary
  - Vehicle and Fuels
  - Sustainable Construction Policy
- A School Meal Strategy
- A list of low environmental impact and sustainable products available from our purchasing consortium, West Mercia Supplies, called the "Green List"
  - WMS School Green List
  - WMS Office Green List

# STATEMENT OF HEALTH AND SAFETY POLICY

Shropshire Council recognises and accepts its responsibility as an employer for providing a safe and healthy work place and working environment for all its employees and others who may be affected by its work activities and undertakings.

The Council will, so far as is reasonably practicable, meet this responsibility paying particular attention to the provision and maintenance of:

- i) plant, equipment and systems of work that are safe;
- ii) safe arrangements for the use, handling, storage and transport of articles and substances:
- sufficient information, instruction, training and supervision to enable all employees to avoid hazards and contribute positively to their own safety and health at work;
- iv) a safe place of work with safe access to and egress from it;
- v) a healthy working environment;
- vi) adequate welfare facilities.

The Council will support all its employees in promoting the culture necessary and comply with the duties set out in The Equality Act 2010 to achieve on-going improvement of health and safety performance without detracting from the primary responsibility of managers for ensuring safe conditions of work; will ensure the provision of adequate competent advice on safety and welfare matters where this is necessary to assist management in its task.

Overall responsibility for carrying out this policy rests with the Chief Executive. Within Service Areas responsibility for implementation will be undertaken by the appropriate Director and/or Head of Service, who in turn will delegate responsibilities for local management of Health and Safety to managers.

A Occupational Health and Safety Manager is appointed to co-ordinate this policy, and provide a Health, Safety and Wellbeing Advisory Service. Duties will require visits to any working area and it will be necessary for all Service Areas to work closely with Safety Officers.

The Occupational Health Service provides professional occupational health services and occupational policy advice to the Council and its employees. The Service works closely with the Health and Safety Manager in order to promote high standards of health, safety and wellbeing and has direct access to management at all levels.

No safety policy can be successful without the full involvement and co-operation of all employees in ensuring the safety of themselves, their colleagues and others who may be affected by their work activities. The Council will therefore co-operate fully in the appointment of safety representatives with sufficient facilities to carry out their duties. The Council will maintain a Corporate Health, Safety and Welfare Group and ensure that health and safety is discussed at Group Managers', Service Managers' and Team meetings, so that health and safety information is circulated throughout the organisation.

The Council reminds its employees of their own duties under the Health and Safety at Work Act. All employees have a duty to take reasonable care for their own safety and that of others who may be affected by what they do or fail to do. Further, they must co-operate with the Council so far as is necessary to enable the Council to carry out its duties under the Act.



**CONTRACT REF: 3MC 003** 

## TRAFFIC SIGNALS TERM MAINTENANCE CONTRACT 2016

#### **VOLUME 2**

# **SERVICE INFORMATION**

# **SPECIFICATION FOR HIGHWAY WORKS**

## **APPENDIX 0/1**

# PREAMBLE TO THE SPECIFICATION CONTRACT SPECIFIC ADDITIONAL, SUBSTITUE AND CANCELLED CLAUSES AND TABLES

# **APPENDIX 0/2**

# CONTRACT-SPECIFIC MINOR ALTERATIONS TO EXISTING CLAUSES, TABLES AND FIGURES INCLUDED IN THE CONTRACT

#### **APPENDIX 0/3**

LIST OF NUMBERED APPENDICES REFERRED TO IN THE SPECIFICATION AND INCLUDED IN THE CONTRACT

## **VOLUME 2**

## SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by	

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Page No

## PREAMBLE TO THE SPECIFICATION

APPENDIX 0/1 Contract Specific Additional, Substitute and

Cancelled Clauses, Tables and Figures Included in

the Contract

APPENDIX 0/2 Contract Specific Minor Alterations To Existing

Clauses, Tables And Figures Included In The

Contract

APPENDIX 0/3 (i) List Of Numbered Appendices Referred To In

The Specification And Included In The

Contract

(ii) Numbered Appendices

#### PREAMBLE TO THE SPECIFICATION

Appendix 0/1

- The Specification referred to in the Tender shall be the `Specification for Highway Works', published by the Stationery Office (formerly HMSO) as Volume 1 of the Manual of Contract Documents for Highway Works, as modified and extended by the following:
  - (i) Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures;
  - (ii) Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures;
  - (iii) The Numbered Appendices listed in Appendix 0/3;
  - (iv) Appendix 0/5: Special national alterations of the Overseeing Organisation of Scotland, Wales or Northern Ireland.
- 2 The relevant publication date of each page of the Specification for Highway Works is given in the Schedule of Pages and Relevant Publication Dates.
- An Additional Clause as indicated by a suffix `A' in Appendix 0/5 is an alteration originating from the Overseeing Organisation of Scotland, Wales or Northern Ireland. An Additional Clause as indicated by a suffix `AR' in Appendix 0/1 is a Contract-specific alteration.
- A Substitute Clause, as indicated by the suffix `S' in Appendix 0/5 is an alteration originating from the Overseeing Organisation of Scotland, Wales or Northern Ireland. A Substitute Clause as indicated by a suffix `SR' in Appendix 0/1 is a Contract-specific alteration.
- A Cancelled Clause as indicated by a suffix `C' in Appendix 0/5 is an alteration originating from the Overseeing Organisation of Scotland, Wales or Northern Ireland. A Cancelled Clause indicated by a suffix 'CR' in Appendix 0/1 is a Contract-specific alteration.
- Insofar as any of the Numbered Appendices may conflict or be inconsistent with any provision of the Specification for Highway Works the Numbered Appendices shall always prevail. Additionally, Numbered Appendices 0/1 and 0/2 shall take precedence over Numbered Appendix 0/5.
- Any reference in the Contract to a Clause number or Appendix shall be deemed to refer to the corresponding Substitute Clause number or Appendix listed in Appendix 0/1, 0/2 or 0/5.
- Where a Clause is altered any original Table/Figure referred to in the Clause shall apply unless the Table/ Figure is also altered. Where a Table/Figure is altered any reference in a Clause to the original Table/Figure shall apply to the altered Table/Figure.
- **9** Where a Clause in the Specification relates to work goods or materials which are not required for the Works it shall be deemed not to apply.
- Any Appendix referred to in the Specification which is not used shall be deemed not to apply.

- Where a Clause in the Specification is prefixed by an # this indicates that this particular Clause has a substitute National Alteration for one or more of the Overseeing Organisations of Scotland, Wales or Northern Ireland. Substitute or additional National Clauses shall be used within countries to which they specifically apply and they are deemed to replace corresponding Clauses in the main text of the Specification as appropriate. The substitute National Clauses are located at the end of the relevant Series together with the additional National Clauses of the Overseeing Organisations.
- Other than where references to the Overseeing Organisation are made in the context of the Overseeing Organisation granting statutory or type approvals, the roles and functions of the Overseeing Organisation shall be undertaken by Shropshire Council.
- If the Specification is used in conjunction with a Contract under which the *Contractor* is responsible for the design of any part of the Permanent Works, the delegation of the roles and functions of the Overseeing Organisation as stated in paragraph 12 above shall be amended as follows:
  - (i) If any agreement, consent or approval required to be obtained from the Overseeing Organisation impacts on the health and safety of the general public, the environment or any property or equipment not owned or operated by the *Contractor* or the Design Build Finance and Operate concessionaire, such agreement, consent, approval shall be obtained from Shropshire Council.
  - (ii) Where the Specification provides for the Overseeing Organisation to require a test, waive the requirement for a test or alter testing frequency, the party to whom the Overseeing Organisation's roles and functions have been ascribed by paragraph 12 above shall exercise such decisions in accordance with the Shropshire Council requirements stated in the Contract.

# **Specification for Highway Works**

# **Schedule of Pages and Relevant Publication Dates**

# SPECIFICATION FOR HIGHWAY WORKS

# Schedule of Pages And Relevant Publication Dates (Nov 09)

Ochedale of Fages And Nelevant Fabrication Bates (Nov 65)		
Series/Appendix	Page Number	Publication Date
000	1	March 1998
000	3F	May 2005
000	2	November 2006
100	2	May 2001
100	W1F	May 2005
100	12 to 14, 20F	November 2005
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# APPENDIX 0/1: CONTRACT-SPECIFIC ADDITIONAL, SUBSTITUTE AND CANCELLED CLAUSES, TABLES AND FIGURES INCLUDED IN THE CONTRACT

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List of Additional Glauses, Tables and Figures	
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## **SERIES 100 PRELIMINARIES**

#### 170AR Abatement of Nuisance

- 1 Subject and without prejudice to the Conditions of Contract the *Contractor* shall:-
  - (i) Advise the *Service Manager* of the measures he proposes to take to minimise disturbance to the general public and to the owners and occupiers of property adjacent to the works.
  - (ii) Take measures to minimise airborne nuisance from fine material particles during construction of the Works. Such measures may include:-
    - (a) Dampening of surfaces at the source of such nuisance to prevent its formation
    - (b) Protection of the surface by the placing of a protective layer of surface dressing to Clause 919 or bituminous spray to Clause 920
    - (c) Provision of a protective layer of acceptable material which meets the requirements of Class 2A or 2B.
    - (d) Provision of screens where the source of the nuisance is a consequence of the *Contractor's* grit/sand blasting or water jetting operations.
  - (iii) Ensure that existing highways used by him or any of his *sub-Contractors* or suppliers of materials or plant, and any new diversion ways which are part of the Works or in the vicinity of the Works are kept clear of all dust, mud, dirt and other debris which emanate from the Works.
  - (iv) Cleaning of highways (including footways) shall be effected immediately by manual sweeping and removal of debris, or, if so directed, by the *Service Manager*, by mechanical sweeping and cleaning equipment, and all dust, mud and other debris shall be removed entirely from the road surface. Additionally, if so directed by the *Service Manager*, the road/footway surface shall be hosed or watered using suitable equipment and no further construction operations will be permitted until the cleansing is completed to the satisfaction of the *Service Manager*.
  - (v) The *Contractor* shall take appropriate measures to ensure that no material is allowed to enter any gully, drain or sewer.
  - (vi) The *Contractor* shall take all steps necessary to limit vibration caused by plant and machinery used on site.
    - No machine will be permitted which uses a system of dropping a heavy weight, whether power-assisted or by gravity, for the purpose of breaking up paving or structures.

# 171AR Siting of Workshops and Depots on the Public Highway

- 1 The *Contractor* shall not site any officies, workshops, mixing plants or depots for the storage of plant or materials within 100 metres of any habitable property.
- The *Contractor* shall obtain the written approval of the *Service Manager* to the siting of any officies, workshops, mixing plants, depots for the storage of plant or materials within the Work Area. Approval will not be unreasonably refused provided that the proposed location:-

- (i) does not interfere with or limit the existing Highway sight lines;
- (ii) is over 3 metres from the nearest traffic lane:
- (iii) does not pose a hazard to any existing highway structure;
- (iv) if within 4.5 metres of the nearest traffic lane, is protected by a safety fence which shall be erected in accordance with the 400 series of the Specification for Highway Works;
- (v) is not within the clearance zone of a safety fence.
- (iv) on, under or within 10 metres in plan of any part of any bridge or similar structure
- Any waste materials to be recovered from any site shall be removed there from as soon as reasonably possible. The *Contractor* shall ensure that each site is cleared of all Task related matter, clean and tidy upon Task completion.
- 4 The *Contractor* has to allow for use of the Site by the *Employer* and others at all times.
- The *Contractor* shall make all necessary arrangements with the Local Authority, including planning permission etc., for the provision of site compounds and materials storage areas, which shall be to the approval of the *Service Manager*.
- Where the *Contractor* sites his compound on private land he shall provide the *Service Manager* with a copy of the written consent of the legal landowner.

# 172AR Care of Public Highways

- Subject and without prejudice to the Conditions of Contract the Contractor shall:-
  - (i) take all reasonable measures necessary to avoid damage to the public highway;
  - (ii) be responsible for all repairs necessary as a consequence of his failure to comply with sub-clause (i) of this Clause and shall submit to the *Service Manager* for approval his proposed method of repair.
- 2 Sections of carriageway or hard shoulder closed during the course of the works shall be vigorously cleaned of all deposits which have built up since the closure before they are re-opened to traffic.

## 173AR Accident Reporting

- The *Contractor* must keep records of all reportable accidents, diseases and dangerous occurrences as required by Regulation 7 of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR 95).
- 2 The *Contractor* shall provide to the *Service Manager* monthly, full details of all such reportable accidents, diseases and dangerous occurrences recorded.
- In order to provide consistent records of *Contractors* performance in terms of accident frequency rates per 100,000 hours worked, the *Contractor* shall provide to the *Service Manager* within the same periods as specified in sub-clause 2 above, the total hours worked by his employees during the course of the contract and within the Defect Date as appropriate. Further information on this method of calculating accident frequency

rates can be found in HSG65 'Successful Health and Safety Management' published by the Health and Safety Executive.

#### 174AR Licensed or Easement Areas

- The *Contractor* shall occupy the licensed or easement areas, for the minimum period of time necessary to carry out the required work in these areas, and shall not use the areas for any other purposes without the prior written permission of the *Service Manager*.
- Immediately upon completion of the works within these areas, the *Contractor* shall remove all debris, temporary fencing, hard-standing and surplus material.
- Any land drains disturbed shall be replaced and any fences, hedges and gates damaged or removed shall be repaired or replaced. Should any topsoil have been rendered unsuitable for cultivation this shall be replaced from an approved source.

# 175AR Protective Screening

1.5 metre high protective screens shall be provided when working at bridge locations to prevent debris falling from the bridge. The screens are to be securely fixed and stiffened such that they are not affected by wind.

## 176AR Disposal of Materials

- In disposing of all unacceptable and surplus materials (other than those classified as Class U2 as defined in Clause 601.3 of the Specification from the site, the *Contractor* shall comply with the specific requirements for disposal described in Appendix 1/70.
- In disposing of all unacceptable and surplus materials classified as Class U2 (as defined in Clause 601.3 of the Specification) from the site, the *Contractor* shall comply with the specific requirements for disposal as detailed in the Task Order.

## 177AR Not Used

## 178AR Dimensional Accuracy

Before commencing any part of the Works, the *Contractor* shall check that all coordinates, levels and dimensions shown in the Task Order are consistent. He shall check and satisfy himself that the various parts fit satisfactorily together and in relation to existing physical features. Checking shall be commenced sufficiently in advance of construction to allow for corrections and approvals. The *Contractor* shall be fully responsible for correctness and neither the *Employer* nor the *Service Manager* accepts any liability whatsoever for any errors therein.

## 179AR As-Built Records

- In order to comply with the Construction (Design and Management) Regulations 2015, the *Contractor* shall provide a set of marked up working drawings, indicating the changes incorporated in the Works. Examples of changes to be indicated: diversion of services (including work by statutory undertakers), amendments to surfacing thickness, changes of materials, and anything which may affect the future maintenance or demolition of any part of the Works.
- 2 The marked up working drawings shall be provided within one month of the completion of work on a Task Order in an electronic format.

#### 180AR Not used

## **181AR Reference Publications**

The reference publications referred to in Appendix D of the Specification for Highway Works and amended by or extended in Appendix F shall be deemed to be the latest publications applicable at the date of tender invitation unless described otherwise in the Contract.

## **182AR Office Equipment**

- The *Contractor* shall have a computer software system compatible with the *Employer's* Pitney Bowes (Confirm) software system to comply with Clause 194AR, a facsimile machine and telephone which is owned or leased solely by the *Contractor* for the purpose of receiving Task Orders and sending contract information to the *Service Manager*. The computer and telephone shall be manned/operated 24 hours, 7 days a week, every week. A facsimile machine shall be used as a back up to an inoperative computer sysytem.
- The *Contractor* shall lease or own a communication system capable of immediately contacting all his staff, including site operatives if instructed by the *Service Manager*.
- The *Contractor* shall provide, for the *Service Manager* a laptop computer as specified in Appendix 1/1
  - a. The *Contractor* shall transfer the ownership of the necessary hardware, and software license/maintenance agreement into the *Service Manager's* name at the end of the Contract
  - b. The *Contractor* is to provide 8 hours training to the *Service Manager*
  - c. The *Contractor* shall provide and install all hardware and software to enable the *Service Manager* to gain remote access facilities there by enabling the *Service Manager* to interrogate on street equipment from his Longden Road Depot, where such equipment has access to enable remote monitoring of the site. Such facilities will be provided free of charge.
- The *Contractor's* depot shall contain a test room which shall be equipped with one current equivalent controller of each type used on this *Contract*. These controllers shall be maintained in such a way as to provide test facilities for any suspect faulty components brought in from the street.

#### 183AR Contractor to be Courteous

The *Contractor* will be deemed to be representing the *Employer* whilst carrying out works in connection with this Contract and shall therefore ensure that his staff and operatives are courteous to members of the public and demonstrate a high standard of conduct at all times.

# 184AR Not Used

## 185AR Depot and Equipment/Plant

1 The Service Manager's offices are currently located at The Longden Road Depot, Shrewsbury.

- In order to receive the *Service Manager*'s orders/instructions the *Contractor* shall appoint a *Contractors Manager* who will undertake the following:
  - a) be the sole point of contact for the Service Manager for day to day queries;
  - b) to liaise with the *Service Manager* on maintenance matters;
  - c) to process all administrative support;
  - d) to monitor the quality of the maintenance provided by other staff;
  - e) to monitor and maintain suitable spares holdings;
  - f) to ensure that staff levels are maintained and substituted staff is of a competent level and deployed as appropriate; and
  - g) to carry out special investigations when requested by the Service Manager.

In addition the *Contractors Manager* shall attend the *Service Managers* Office on at least one morning each week, with dates and time to be agreed with the *Service Manager* in advance.

## **186AR Other Works on the Network**

The *Contractor* is advised that there will be other *Contractor*s working for the Highway Authority on the network during the period of the contract. The Utility services also employ *Contractor*s to carry out work on the network and these works need to be coordinated. There are meetings at 3 monthly intervals to discuss the various programmes, which the *Contractor* must attend.

# **187AR Receipt of Task Orders**

1 The Task Orders will have a date for Commencement and time for Completion.

The Contractor shall acknowledge the time and date that the Order was received.

The date and time on the Task Order generated by the (Confirm) software system or "TX CONFIRMATION REPORT" of a facsimile shall be deemed as the time an Order was received by the *Contractor*. The *Contractor* shall have a computer system which is manned/operated 24 hours, 7 days a week, every week. A facsimile machine shall be used as a back up to an inoperative computer sysytem.

When the risk assessment, safety plan, traffic management, start date and period for completion are set the work must be started within 7 days after the date for Commencement.

#### **188AR Access Platforms**

- Access platforms shall be portable, mobile, prefabricated tubular scaffold systems capable of being erected to various heights.
- They shall comply with BS 1139 and be fitted with full width boards, toe boards, access ladders, trap doors, handrails, stabilisers and brakes if fitted with wheels.
- 3 Access points shall be secured at all times to prevent unauthorised access.

## 189AR Abatement of Nuisance – Site of Special Scientific Interest

The *Contractor* shall exercise all care and diligence when carrying out contract works to avoid any pollution occurring to the land adjacent to the sites. The *Contractor* shall ensure that no unnecessary damage occurs to the land adjacent to the site because of the movement of plant and personnel around the site. No litter or surplus materials may be deposited temporarily or permanently on or adjacent to the site.

190AR Not Used

191AR Not Used

192AR Not used

193AR Not Used

# 194AR Specification for *Contractor* Interfaces with *Employers* Systems

# 1 Contract Management

- a) The core principle of having *only shared contract management processes and information* underpins the operation of the Contract. It is proposed that the processes and information will use the *Employer*'s Confirm OnDemand system.
- b) In addition, the following general principles apply:
  - (i) All Contract Management Processes will be simple, effective and efficient for all parties;
  - (ii) All parties will input information data into the Contract Management Processes. Processes will be in the *Employer's* Confirm OnDemand system;
  - (iii) All of the information and data retained for the *Employer* will be in the *Employer*'s Confirm on Demand system;
  - (iv) The Service Provider and Commissioners will work together to ensure the Service Provider has good forward visibility of schemes for construction;
  - (v) The Contract Management Processes will provide the *Service Manager* and his nominated representatives with sufficient and timely information to make effective and efficient decisions;
  - (vi) The Contract Management Processes will support the *Service Manager* and his nominated representatives to meet the *Employer's* requirements for budgetary control, reporting milestones, contractual authorisations and probity for financial rules; and
  - (vii) The Service Provider will ensure that all relevant information is accessible to *Service Manager*, Commissioners, *Employer's* Programme Manager and the HETSC via ICT shared systems. The Service Provider will manage the Task Orders in Confirm OnDemand.
- b) The *Employer*'s Confirm on Demand system will be used for the following functional areas:

- (i) Managing Works: Task Orders, Jobs and Variation Orders.
- (ii) Requests for Payment: Application for payment and payment confirmation for both the *Employer* and Service Provider.
- (iii) Performance data
- (iv) Budgetary management and control by the *Service Manager* and Commissioners.
- (v) Street Works: Permitting for both the *Employer* and Service Provider; and
- (vi) Asset management: Management and maintenance of inventory and delivery of inventory updates

## c) Task Order Process

All information for the Task Order process will be managed within the *Employer's* Confirm OnDemand system. The process will include

- (i) The Commissioner will create Jobs within Confirm OnDemand where a job is a defined piece of work associated with an asset. A job is identified by a unique number and has a description and location. The value of the work is built up from the Schedule of Rate items:
- (ii) Schedule of rate items can only be entered once per Job;
- (iii) A Task Order will contain one or more jobs;
- (iv) When a Task Order is committed within the Confirm OnDemand system then the Task Order is considered as a signed instruction to the Service Provider and is now available to them;
- (v) The Service Provider will access Confirm OnDemand to retrieve the Task Order and action the work:
- (vi) The Service Provider will provide updates on the work including dates of commencing and completing works on a job by job basis;
- (vii) CVI will be added by the Service Provider as a Variation Order to request a change to the value of a job;
- (viii) Variation Orders are accepted when they are committed by the Commissioner: and
- (ix) All commissions must be referenced to the correct Task Order, Job and Contract numbers. The payment applications submitted to the Service Manager in accordance with the Conditions of Contract by the Service Provider shall, whenever dealing with matters covered by the Price List, be set out under Part and Section headings similar to those in the Price List and shall separately identify each item and specify quantity, unit, rate and value.
- d) Payment Process.

- e) All payments applications made by the Service Provider will be based on the Job information within the *Employer*'s Confirm on Demand system. The process will include
  - (i) On completion of the Job the Service provider will update the Job status to complete;
  - (ii) The Service Provider will enter a Request for Payment. This will have a defined unique reference;
  - (iii) The value of the request is built up from the Schedule of Rate items;
  - (iv) The Commissioner will review the request and pass if appropriate;
  - (v) If the request is queried it will put on hold to initiate a discussion;
  - (vi) Passed requests are then authorised for payment within Confirm OnDemand; and
  - (vii) The monthly assessment value is the sum of the requests processed to a paid status within Confirm OnDemand;
- f) All Requests for Payment for any period must be made prior to the Assessment date. The monthly Assessment dates will be agreed with the *Service Manager* (Last day of the month). The *Employer* will only make monthly aggregated payments once authorised by the *Service Manager*
- g) The Service Provider shall agree prior to commencement of the Contract processes to deal with the *Employer*'s requirements to have a totally electronic Task Ordering and payment request process within Confirm on Demand. The Service Provider will be able to work within the *Employer*'s Confirm on Demand system, receive, and transmit all of the requested data.
- h) The Employer will actively encourage the use of future technologies within the Contract in an effort to improve efficiencies and give added value to the work carried out. The Service Provider is to be proactive in promoting such technologies and demonstrating the efficiencies that can be made. Information required in terms of asset inventories is to be developed during the course of the Contract.
- i) The *Employer* will provide access into the Confirm on Demand system but all licences required for the use by the Service Provider must be paid for by the Service Provider. The cost of each Confirm on Demand Enterprise license is £200 per month.
- j) Costs associated with the Service Provider's development of operational processes within Confirm on Demand is to be borne by the Service Provider as is the purchase and repair of equipment needed to operate this software. During the course of the Contract discussions will take place to ensure that this equipment is up-to-date to maximise the benefits for both the Service Provider and *Employer*. It is envisaged that through a joint approach to technology, benefits can be shared by both parties.

# 2 ICT General Requirements

f) Shropshire Council uses Pitney Bowes Confirm OnDemand to operate its asset management activities. This is a hosted solution accessed via an internet connection as a Citrix published application. It is expected that the Service Provider

- will provide suitable connections to the internet with suitable bandwidth and maintain appropriate local connectivity software (currently Citrix Receiver) to permit working on this service.
- g) Shropshire Council uses Lync for internal communications. The Service Provider will be expected to federate with the Council's Lync system so that there is access to instant messaging and form on-line meetings. Such communications are to be promoted as a means for avoiding unnecessary travel to meetings and reducing the volume of emails.
- h) Shropshire Council extensively uses Geographical Information Systems (GIS) to communicate spatial information. The Service Provider will provide Geographic Information and Spatial Data in ESRI ArcView format. The Service Provider is expect to also maintain suitable systems and skills to communicate with GIS i.e. receive, process and present data. Each party will supply and maintain the licences for its own staff.
- i) All drawings, including AutoCAD ones, shall be provided to the Commissioners in PDF format.
- j) Photographs shall be provided in jpeg format.

## 195AR Not Used

#### 196AR Not Used

# 197AR Dealing with Claims from the public

- On occasion, the *Employer* will request the *Contractor* to supply information to enable the *Employer* to investigate and defend claims made by members of the public. Such information may include details of works carried out, time of completion, etc.
- In order to meet deadlines set by insurance companies and statute, the *Contractor* will be required to supply a response within five working days of the initial request. The response may include a request to extend the period to provide the information, but such an extension must be agreed by the *Service Manager*. The *Contractor* will be required to cooperate fully with the *Employer* to defend such claims.
- A similar response will be required from the *Contractor* when the *Employer* requests information regarding complaints of misconduct or inappropriate behaviour by his staff or operatives.

## 198AR Audits

## Work Audits

The *Employer* and *Contractor* will be required to work together in a spirit of mutual cooperation. This will ensure that when the *Contractor* certifies that work is completed in accordance with the specification and the site left in a tidy condition, the *Employer* has complete confidence that this is the case. However, in order to satisfy the *Employer's* Audit process the *Contractor* will be required to include before and after photographs of the works, and in addition the *Employer* will arrange for spot audits by his staff of 5% of the self certified works. The *Contractor* will be required to make good any Defects found during these audits.

The *Contractor* will be required to have in place a Quality Assurance scheme that ensures that works are regularly audited, by an independent auditor, of all elements of the *Contractor*'s processes.

# **Inventory Audits**

- The Authorities inventory as of 1<sup>st</sup> September 2015 can be found in Volume 3 Inventories and Network Data.
- On instruction from the *Service Manager* the *Contractor* shall perform an inventory verification of each site on the Inventory Schedule within a month of receiving such an instruction. Such an inventory verification will note any existing facilities that may be used with a remote monitoring system.
- The results of the audit shall be recorded in a format to be agreed with the *Service Manager* and presented to the *Service Manager*. The *Contractor* shall highlight to the *Service Manager* and discrepancies between those found during his audit of equipment and the Inventory Schedule.
- Where new sites are either identified or added to the Inventory Schedule, the *Service Manager* may issue an instruction for Inventory Collection for such a site. The results of the *Contractors* audit shall be recorded in a format to be agreed with the *Service Manager* and presented to the *Service Manager*

## 199-01AR Qualifications of Supervisors and Operatives

- 1 The *Contractor* shall provide evidence that all operatives and supervisors are competent persons, or that he is working towards ensuring that operatives and supervisor are competent.
- 2 Copies of certificates held by all operatives and supervisors employed on the contract in compliance with this clause shall be made available at the commencement of the contract and at other times when new operatives and supervisors are employed.
- For any site where traffic control is affected, there must be at least one person on site competent in the operation and adjustment of such apparatus. The name of the person identified as being the competent person shall be made available prior to the commencement of the work.
- The *Contractor* will be required to ensure that sufficient and suitably qualified supervisors are employed to ensure that works are accurately set out to line and level. The *Service Manager* may arrange for auditing of the accuracy of the setting out at any time. Any discrepancies discovered will be corrected at the *Contractor's* expense.

# 199-02AR Contract Management Information

- The *Contractor* will be required to provide the *Service Manager* with sufficient information regarding the operation of the contract to enable the *Service Manager* to ensure that the *Contractor's* performance is meeting the specification and to report progress to the *Employer*.
- 2 The information required will be subject to regular review and revision during the term of the contract.
- The *Contractor* will record the information monthly and provide a written report to the *Service Manager* one week prior to the Term Service Contract Progress meeting.

- **4** The information required will include:
  - (i) Performance Indicators as specified elsewhere in the Contract Documents for each area of the service provision.
  - (ii) Health & Safety a summary of issues and accident statistics relating to incidents recorded during the works on the contract.
  - (iii) Environmental a summary of audit initiatives and innovations; details of incidents recorded during the works on the contract.
  - (iv) Quality a summary of quality audits, initiatives and innovations.
  - (v) Works Information a summary of the number of Task Orders completed, and Task Orders outstanding during the period.
  - (vi) Continuous Improvement a summary of initiatives and examples to demonstrate continuous improvement.

# 199-03AR Sustainability, Biodiversity, and Environmental Requirements.

- In response to National Government and European legislation, Shropshire Council has developed procedures and policies which commit them to reducing the impact of providing their services on the Environment.
- The Traffic Signals Term Service Contract delivers a significant amount of service on behalf of the *Employer* and therefore the *Contractor* will be expected to contribute to assisting the *Employer* in meeting the targets that have been set for;
  - (i) reducing waste to landfill
  - (ii) helping make roads safer and give communities better access to services and jobs
  - (iii) value and improve the environment
  - (iv) reducing and adapting to the impacts associated with climate change

## **General Sustainability Specifications**

- The *Contractor* shall develop a Sustainability Action Plan in its performance of the service, to ensure it uses working methods, equipment and materials that will improve the sustainability of delivering the contract requirements, with particular emphasis on the following sustainability objectives:
  - (i) reduced energy use and CO<sub>2</sub> emissions
  - (ii) reduced transport distances
  - (iii) waste reduction
  - (iv)) increased recycled content
  - (v) whole life cost considerations, including preparing for the change in the climate and the associated changes to the natural environment.
  - (vi) reducing impact on the community ie. noise and disruption

- (vii) value and improve the environment to enhance biodiversity, trees etc and the wider landscape
- (viii) conserve / protect and enhance the historic environment
- 4 The *Contractor* shall work with the *Employer* to identify innovative methods and materials and actively encourage their use in schemes that will lead to improved delivery of the sustainability objectives of the contract.
- The *Contractor* shall encourage their own supply chain to help them meet the sustainability objectives of this contract.
- The *Contractor* is encouraged to seek assistance from the *Employers* Sustainability Team / Unit and Carbon Management Board for advice on continual improvement in the delivery of sustainability within the Service.
- 7 The *Contractor* shall produce a materials sourcing plan for the items covered under the Schedule of Rates.
- The *Contractor* shall comply with the *Employer*s procedures and guidelines for working with protected species. (The *Employer* will provide details to the successful *Contractor*).
- The *Contractor* shall be required to attend and provide training on sustainability issues including; carbon management reporting, actions to reduce carbon footprint e.g. greener driving, sustainable procurement, biodiversity enhancement, site protection etc. The training will be ongoing and jointly prepared by the *Contractor* and the *Employer* (In Shropshire with the assistance of the *Employers* Consultant).
- Before work commences it is the responsibility of the *Contractor* to ensure all personnel are aware of all protected sites, sensitive habitats or species of biodiversity interest, the measures that are being adopted to protect these and that suitable temporary barriers have been put in place before work starts, to restrict the working area. (Details of sites will be provided to the successful *Contractor*).
- The *Contractor* will comply with any instructions issued by the *Employer* for works in or adjacent to European or nationally designated sites (SACs, Ramsar Sites, SSSIs etc.), unless totally in the carriage way (including working area, vehicle access/parking and storage of soil or materials), the *Employer*s Natural Environment Team should be contacted for advice at least 6 weeks in advance of the programmed start date, or as soon as possible if works are unplanned.
- For works in or adjacent to local sites (Wildlife Sites, Regionally Important Geological Sites), unless totally in the carriage way (including working area, vehicle access/parking and storage of soil or materials), the *Employers* Natural Environment Team should be contacted for advice as soon as possible in advance of the programmed start date. The *Contractor* will ensure that habitats / species are protected and that any licences for works are obtained before work commences. (Details of sites will be provided to the successful *Contractor*).
- In emergencies that threaten the safety of people necessary works should be dealt with immediately and in the most appropriate manner. If an SSSI is involved then Natural England must be informed as soon as it is practicable to do so.

- Minimise all damage caused by the movement and storage of vehicles, plant and materials. Any spillages including dressing materials or spoil onto roadside vegetation should be carefully removed.
- Ditches, Grips, trenches, and similar excavations will be dug by hand where trees and hedge roots might be damaged. Install temporary protective fencing for sensitive wildlife verges and other sensitive biodiversity features. Existing ditches with good aquatic flora or fauna, will be cleared out in the winter months, ideally gradually in small sections over 2 to 6 years. Silt should not be dumped on (conservation road verge) species-rich grassland. Reinstatement should restore the natural soil profile and surface levels existing prior to work commencing. Uneven surfaces can create hazards for walkers and horse riders.
- All schemes that may impact on the localised water cycle will refer to flooding prevention plans at the design stage and incorporate adaptation to extreme events.
- The *Contractor* will ensure that maintenance works do not affect historical / archaeological features / sites, through repairs, salt spreading, signage etc.

# Reduce Energy Use and CO<sub>2</sub> Emissions

## Machinery

- The *Employer* has a duty to reduce Energy Use and CO2 Emissions and therefore needs to ensure that vigorous measures are taken to deliver these reductions. These measures include the implementation of stringent improvements in the utilisation of cleaner more fuel efficient vehicles and machinery used in operating this contract. This involves setting minimum emissions standards and regular performance monitoring to ensure compliance with contractual requirements.
- Using vehicles and machinery which are more energy efficient and powered by alternative fuels contributes to reducing the impacts of Climate Change and will assist in the implementation of any action plans.
- From the commencement of the contract it is a requirement that the *Contractor* (or *sub-Contractor*) ensures that all non-road mobile machinery (NRMM) powered by engines used in the provision of the service are both CE certified and marked to comply with a minimum of Tier 3A Emissions regulations as delayed in Directive (2004/26EC).
- Thereafter the *Contractor* must undertake to replace NRMM as and when necessary to meet the more stringent emissions standards required by Tier 3B regulations. All NRMM owned, hired or operated by the *Contractor* (or *sub-Contractor*) in the provision of the Service meet this minimum standard by 31 March 2017.
- NRMM must meet Tier 4 emissions regulations.
- In addition to the requirements in 1, 2 and 3 the following minimum emissions standards must be met by 31 March each year. The *Employer* requires that the *Contractor* adheres to and monitors the following profile and provides a report providing evidence of compliance each year.

2016 – 2017 60% Tier 3B 40% Tier 4

2017 - 2018 30% Tier 3B 70% Tier 4

2018 - 2019 100% Tier 4

## **Vehicles**

All vehicles (including *sub-Contractors*) used in the provision of the Service must comply with Euro IV Standard. Any new vehicles (including *sub-Contractor* vehicles) added into the fleet after 2014 must be Euro V Standard, and after 2018 Euro VI. Performance against this schedule will be monitored as a Key Performance Indicator.

## **Monitoring Performance**

- The *Employer* (Shropshire Council) requires that the *Contractor* will, for each vehicle used delivering the Service, record monthly, and submit quarterly for the *Contractor* (and sub *Contractor*) the following data:
- 26 For Vehicles;
  - (i) Vehicle type
  - (ii) Registration number / Fleet Number
  - (iii) Euro classification
  - (iv) Fuel type
  - (v) Mileage/Kilometres
  - (vi) Litres fuel used
- **27** For machinery;
  - (i) Machinery Type
  - (ii) Plant Number
  - (iii) Fuel Type
  - (iv) Hours of operation
  - (v) Tier rating
  - (vi) Litres fuel used
- The *Contractor* will provide an annual CO<sub>2</sub> emissions statement outlining savings made and how they have been achieved.

# **Reduced Transport Distances**

The *Employer* wishes to reduce energy use and vehicle journeys related to the provision of the Service. The *Contractor* is expected to work with the *Employer* to find methods to reduce the volume of transport required in the provision of the Service, for example, clustering work together in same areas to reduce the total mileage travelled, incentivising and training green drivers and depot rationalisation.

## **Waste Reduction**

**30** The *Contractor* shall:

- (i) Implement Site Waste Management Plans throughout the contract period that comply with regulatory requirements (where applicable) and include in such Plans, project-specific targets for waste recovery and reused and recycled content (see Increased Recycled Content below) and for waste reduction;
- (ii) Reduce the overall amount of waste sent to landfill by recovering / reusing at least 70% of demolition, construction and excavation materials in the first year of the contract and aim to exceed 90% by 2018;
- (iv) Keep all horticultural waste out of landfill, treating it via existing networks of composting sites. Exceptions to this rule are if pernicious weeds, such as Ragwort, cannot be treated in hot composting, then they should be sent to landfill or anaerobic digestion associated with energy creation.
  - http://www.defra.gov.uk/wildlife-pets/wildlife/management/weeds/pdf/ragwort-dispose.pdf
- (v) Shall provide a proposal and implement a facility for recycling gully waste through a sustainable method, rather than sending to landfill by 1 April 2018.

## **Increased Recycled Content**

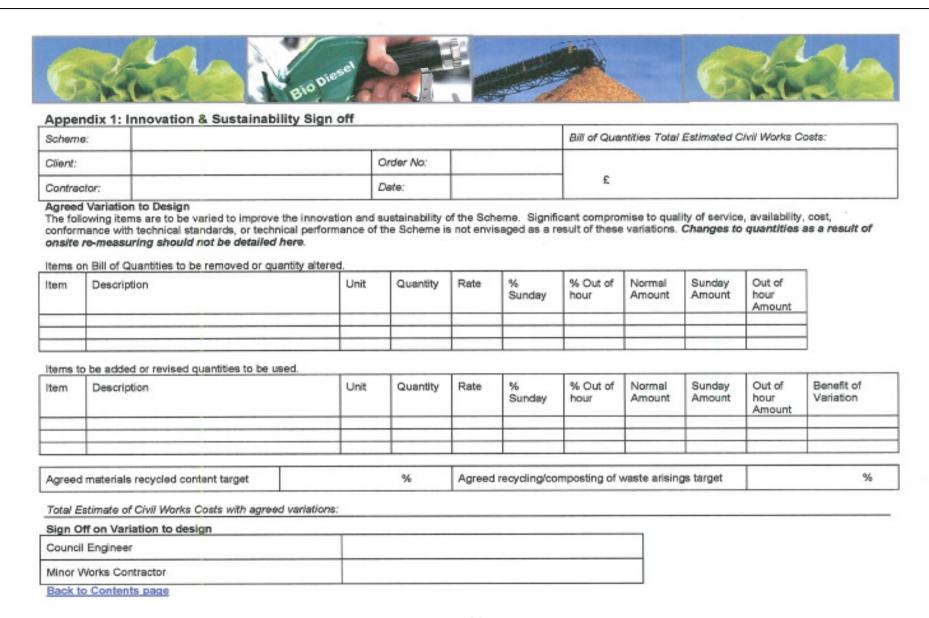
- The *Contractor* will be expected to focus on reducing the use of virgin aggregates primarily through increasing the use of secondary and recycled aggregates.
- Wherever possible at least 15% of the total value of materials used should derive from recycled and reused content in the products and materials selected. Where 15% is not appropriate an alternative figure will be agreed at the pre-contract meeting and detailed on the Sustainability and Innovation Form. (See WRAP Form Appendix 1. Innovation and Sustainability Sign Off).

#### **Whole Life Considerations**

- The *Employer* wishes to design schemes on the basis of whole life cost considerations and encourages the *Contractor* to consider whole life cost measures and the use of alternative materials and processes in the contract. Whole life cost comparisons should include the cost of acquisition, operation and disposal.
- The *Contractor* should advise the *Employer* of alternative materials to those listed in the Schedule of Rates that will meet performance specifications and lower Whole Life Costs. Where the use of alternative materials are agreed, details should be recorded on the Sustainability and Innovation Form for the scheme.
- The *Contractor* will advise the *Employer* of whole life cost savings, innovation and sustainability opportunities that will improve the contract sustainability objectives. Details should be recorded on the Sustainability and Innovation Form, listing any variations that have been agreed by both parties to improve the sustainability objectives.
- The *Contractor* should take into account the longevity of materials based on the changes anticipated to the natural environment as a result of the impacts of climate change. This includes but not limited to, hotter drier summers with temperature peaks and warmer wetter winters but with periods of extreme cold.

# **Reducing Impact on the Community**

- Reducing the disruption to traffic using the highway network is a high priority. The *Contractor* shall take adequate steps to avoid unnecessary delays to motor vehicles, buses, cyclists and pedestrians to ensure compliance with the Traffic Management Act 2004.
- The *Contractor* is encouraged to work with the *Employer* to identify work methods and materials that will reduce impact on the community through disruption, noise and vibration.



# 199-04AR Construction (Design and Management) Regulations 2015

The attention of Tenderers is drawn to the Construction (Design and Management) Regulations 2015. It is proposed to formally appoint the successful Tenderer as Principal Designer, Designer, Principal *Contractor*, or *Contractor* for the purposes of the Regulations. The Approach to CDM 2015 is contained in the Conditions of Contract Clause Z34 and as follows:

Shropshire Council requirements for compliance with Construction (Design and Management) Regulations 2015

#### **Standards**

The attention of tenderers is drawn to required standards:

- 1) The minimum accepted standard is compliance with the requirements of Construction (Design and Management) Regulations 2015.
  - a) The Regulations contained in 2015 No. 51 Health and Safety
  - b) Guidance published by Health and Safety Executive "Managing Health and Safety (L153) in Construction"
  - c) Industry Guidance published by CONIAC Industry Guidance for:
    - i. Client
    - ii. Principal Designer
    - iii. Designer
    - iv. Principal Contractor
    - v. Contractor
    - vi. Worker
  - d) Client Health and Safety Goals can be set for individual projects but the following should be used as a default: "To undertake the work safely and without risk to health for those constructing the work and the public"

# Competence and Training

- 1) A designer (including a principal designer) or *Contractor* (including a principal *Contractor*) appointed to work on a project must have the skills, knowledge and experience and, if they are an organisation, the organisational capability, necessary to fulfil the role that they are appointed to undertake, in a manner that secures the health and safety of any person affected by the project.
- (2) A designer or *Contractor* must not accept an appointment to a project unless they fulfil the conditions in paragraph (1).

## **Roles**

- 1) Client
  - a) For all schemes, the Client will be Shropshire Council. A Client Officer will be named to manage this role for each project.

# 2) Principal Designer / Designer

For Routine and Cyclic Maintenance work Mouchel will be the Designer / Principal Designer, the tenderer to act as *Contractor*, or when there is more than one *Contractor*, Principal *Contractor*.

For Non Routine and non Cyclic Maintenance, and Call-Out Works, the tenderer is to act as Designer, or when there is more than one *Contractor*, Principal Designer, also *Contractor*, or when there is more than one *Contractor*, Principal *Contractor*.

A Construction Phase Plan will be required prior to works commencing on site to cover the Term Maintenance works. This Plan will likely need additions to cover specific locations.

A Health and Safety File is required to be written by the Principal Designer / Designer for all Non Routine and Non-Cyclic Maintenance, and Call-Out Works.

## Communication

It is required that all documents will be produced and communicated electronically. In certain instances, for large Health and Safety Files, it is expected that information will be transferred on electronic disc.

# **Series 200 Site Clearance**

# 270AR Not used

# **272AR Property of Statutory Bodies**

All Statutory Bodies' apparatus which becomes redundant, shall, unless the *Service Manager* notifies the *Contractor* to the contrary, remain the property of the respective Bodies and shall not under any circumstances become the property of the *Contractor* or of any of his workmen or *sub-Contractors*.

## **SERIES 600 EARTHWORKS**

# 650AR Disposal of Materials

The Contractor shall exercise a duty of care to ensure that all waste material arising out of the construction work is disposed of at an authorised tip, which is in receipt of a current Waste Management Licence in accordance with both the Control of Pollution Act 1974:- Part I and the Environmental Protection Act 1990:- Part II Sections 33 & 34; and shall comply with the relevant parts of the accepted Code of Practice "Waste Management - The Duty of Care".

# **SERIES 1200: TRAFFIC SIGNS**

Delete existing Clause 1203 sub-clause 3 and insert the following

# 1203SR Foundations for permanent Traffic Signs and Signals

This Clause replaces SHW Clause 1212 sub-clauses 3.

signals poles shall be installed with an appropriate socket, as detailed by the *Service Manager* and the surrounding holes filled in compliance with Clause 2602 with mix ST2 concrete to within 150 mm of the ground surface.

Delete existing Clause 1212 sub-clauses 3, 4, 5 and 6 and insert the following

# 1212SR Road Markings

This Clause replaces SHW Clause 1212 sub-clauses 3,4,5 & 6. It contains the two types of performance road marking required. The specification for Type 1 road marking is detailed below and states the physical properties specific for that type of road marking which must be achieved throughout its 24 month Performance Term.

TYPE 1 - comprises of a 100mcd/m2/lux line which should be used on 'A' Roads with a speed limit of 30mph or less and on any other class of road regardless of speed limit.

# **Dimensional Tolerances (General)**

- The width tolerances and thickness for screed, spray, preformed and extruded white or yellow lines shall be in accordance with the following criteria, with the exception of the road markings listed in Regulation 32 of the Traffic Signs Regulations and General directions 2002.
- The length and width of the road marking shall be as specified with the following tolerances:
  - (i) Length +10% (minus) 0%
  - (ii) Width + 10% (minus) 0%
- The thickness of screed thermoplastic materials excluding surface applied solid glass Beads shall not be less than 2.0mm or greater than 6.0mm (with the exception of raised rib).
- The thickness of extruded thermoplastic materials excluding surface applied glass beads will have the following tolerances 3mm extruded + 0.5mm (minus) 0.0 mm.
- The thickness shall be measured from the top of the surface course (including precoated chippings) to the top of the road marking. Therefore the thickness shall not be dependent on the texture depth of the surface course material

# **Permanent Road markings**

Where specifically referred to, all road markings shall exhibit the following road performance requirements and physical properties as defined in BS EN 1436 & BS EN 1871 for a period of the functional life, starting from the date of application or when the road is trafficked, which ever is later. The material to be used shall be to the same mix, material quality, quantity and rate of application as used on the test site.

## White Road Markings - Type 1 ( 100mcd/m2/lux Performance)

## **Luminance Factor (Day visibility)**

When measured dry in accordance with Annex 'C' of BS EN 1436, the luminance factor of all white thermoplastic road markings shall not be less than 0.40, complying with Table 5, Class B3 of BS EN 1436.

# **Night Visibility of Road Markings**

Immediately after application and throughout the period of 24 months thereafter, the retro-reflectivity (the RL Value) of all white thermoplastic road markings, shall not be less than 100mcd/m2/lux, when measured in accordance with Table 2: Class R2, of BS EN1436.

# **Wet Visibility**

9 During wetness the minimum coefficient of retro-reflected (the RL Value) luminance of all white thermoplastic road markings shall not be less than 25mcd/m2/lux, conforming to Table 3: Class RW1, of BS EN 1436.

## **Rain Visibility**

The test during rain is not intended for use with standard measuring equipment currently in general use in the UK.

## **Skidding Resistance**

- 11 Skidding resistance shall be measured in accordance with Annex D: BS EN 1436.
- The skidding resistance of all longitudinal road markings shall not be less than 45, complying with Table 7, Class S1 of BS EN1436.
- The skidding resistance of Arrows, Letters, Numerals, 'Dragon's Teeth, Hatching and any large surface areas shall not be less than 55, complying with Table 7:Class S3 of BS EN1436.

# **Yellow Road Markings**

# **Day Visibility of Road Markings**

When measured dry in accordance with Annex 'C' of BS EN 1436, the performance requirement of the luminance factor shall not be less than 0.30, complying with Table 5, Class B2 of BS EN 1436

## **Night Visibility of Road Markings**

There is no requirement for yellow thermoplastic lines to be reflectorised, complying with Table 2: Class R0, of BS EN1436.

# **Wet Visibility**

There is no requirement for yellow thermoplastic lines to be reflectorised, complying with Table 3: Class RW0, of BS EN 1436.

## Rain Visibility

17 The test during rain is not intended for use with standard measuring equipment currently in general use in the UK.

## **Skidding Resistance**

- 18 Skidding resistance shall be measured in accordance with Annex D: BS EN 1436.
- 19 The skidding resistance of all longitudinal road markings shall not be less than 45, complying with Table 7, Class S1 of BS EN1436.
- 20 Where specified, the skidding resistance of transverse yellow bar markings shall not be less than 65, complying with Table 7: class S5 of BS EN 1436, as defined in Highways Agency Internal Advice Note 1/80. Dimensional Tolerances

## 1270AR Vertical Realignment of Traffic Signs

- 1 The Contractor shall support the signal post and shall carefully excavate by hand, in any material, around in the existing foundations. Care must be taken during the excavation not to damage the equipment attached to signal poles or cabling or any other services that may be present. Should any damage be revealed below ground level the Service Manager's instruction shall be sought before proceeding.
- After vertical realignment the hole shall be backfilled ensuring that any voids between 2 the existing concrete foundation and the surrounding ground have been filled and compacted.
- 3 The Contractor shall be responsible for making good any damage to the post or its protective system caused during the operation.

# 1271AR Cleaning of Traffic Signs

- 1 Traffic sign faces shall be cleaned as and when determined by the *Service Manager*.
- 2 The sign shall be thoroughly cleaned and be left in correct adjustment after maintenance.
- 3 Graffiti shall be removed using a suitable detergent specially prepared for this task and debris shall be cleared from around the posts.
- 4 Cleaning will be carried out using water and suitable accepted detergents. Solutions shall comply with Appendix 12/91 and shall cause no harmful effects to the range of materials and surfaces to be cleaned or the environment. No abrasive cleaning materials of any kind shall be used. Cleaning brushes and cloths shall be frequently changed to ensure that no scouring or abrasive action damages sign surfaces. After cleaning all surfaces shall be wiped with a clean muslin cloth to remove surplus solution.
- 5 The *Contractor* shall forward to the *Service Manager* any inventory data amendments together with any defects which he considers require further attention.

# 1272AR Vehicle Activated Signs (VAS)

# Mains Powered Vehicle Activated Signs (VAS)

1 The internally illuminated VAS lighting units will be supplied to the *Contractor* by the Service Manager and the Contactor will remove them from store and re-erect, either mid or post top mounted to either a lighting column or a wide based post. The

- mounting is supplied with the VAS and consists of a bolted bracket. The VAS shall be electrically connected to the post termination unit and the sign commssioned.
- The signs supplied shall be up to 750 mm in diameter and the orientation of the sign shall be as directed by the *Service Manager*.
- Where signs are required back to back, the second sign will be bolted to the back of the first sign and the electrical connection for the second sign will be taken from the first sign via a simple plug and socket arrangement.

# **Solar Powered Vehicle Activated Signs (VAS)**

- The internally illuminated VAS lighting unit, together with the solar panel, battery pack and tracking system will be supplied to the *Contractor* by the *Service Manager* and the Contactor will remove them from store and re-erect. The solar panel will be post top mounted and the VAS mid post mounted to an 89 mm diameter post. The battery pack will be either mid post mounted, or if a wide based post is specified, it will be mounted in the base compartment. Tracking units will be mounted internally to solar panels such that they cannot be identified form the outside. The various units hook onto mountings bolted onto the posts and be electrically connected together and the sign commissioned. Each unit shall then be locked with the padlocks supplied by the *Service Manager*.
- The VAS supplied shall be up to 750 mm in diameter and each component of the unit shall weigh no more than 10 Kg. The orientation of the sign shall be as directed by the *Service Manager* and the orientation of the solar panel shall be due south.

## 1273AR Veriable Mesage Signs (VMS)

- The internally illuminated VMS units will be supplied to the *Contractor* by the *Service Manager* and the Contactor will remove them from store and re-erect, to a wide based post. The mounting is supplied with the VMS and consists of a bolted bracket. The VMS shall be electrically connected to the post termination unit and the sign commssioned.
- **2** The signs supplied shall be oriented as directed by the *Service Manager*.

## 1274AR CCTV Cameras

- The CCTV camera units will be supplied to the *Contractor* by the *Service Manager* and the Contactor will remove them from store and re-erect, an existing lighting column or other wide based post. The mounting is supplied with the CCTV camera unit and consists of a bolted bracket. The CCTV camera unit shall be electrically connected to the post termination unit and the sign commssioned.
- The CCTV camera unit supplied shall be oriented in both plane and elevation as directed by the *Service Manager*.

## 1275AR Automatic Traffic and Cyle Counter Loops

All Automatic Traffic Counter Loops and Cycle Counter Loops shall be installed and maintained as per Clause 1218

## SERIES 1400: ELECTRICAL WORK FOR ROAD LIGHTING AND TRAFFIC SIGNS

Delete existing Clause 1424 and insert the following

# 1424SR Inspection And Testing

- 1. Every electrical installation on the highway shall, during erection and on completion before being put into service be inspected and tested to verify, so far as is reasonably practicable, that the requirements of the current edition of the IEE Wiring Regulations have been met. The method of testing shall be such that no danger to persons, livestock or property or damage to plant, materials and equipment can occur even if the circuit tested is defective.
- 2. Methods of testing shall be as described in Section 18 of the Institution of Lighting Engineers Code of Practice for Electrical Safety in Highway Electrical Operations. The use of other methods of testing is not precluded provided they give no less effective results.
- 3. Voltage/volt drop readings on cable networks shall be taken with the circuit energised.
- **4.** The *Contractor* shall fully commission the installation including termination of tails into the electricity company cut-out after this has been installed.
- 5. The *Contractor* shall give not less than 7 days' notice to the *Service Manager* of his intention to carry out any of the tests specified and the *Service Manager* shall be given the opportunity to witness such tests.
- 6. Defects or omissions revealed by the tests shall be reported to the *Service Manager* without delay and no certificate will be issued until the defects or omissions have been made good. In the event of any test indicating failure to comply, that test and those preceding, the results of which may have been influenced by the fault indicated, shall be repeated after the fault has been rectified.
- 7. Whenever an electricity company service cut-out is required to be fitted the *Contractor* shall provide the *Service Manager* with an Electrical Installation Completion Certificate certifying that the installation complies with the BS.7671.
- 8. The following tests shall be carried out in the sequence indicated below and recorded on a Schedule, in an appropriate format, which shall be submitted to the *Service Manager* after completion of all the tests, including those on Lighting Units, within each network:
  - (i) For all installations in this Contract other than Traffic Signal and Pedestrian Crossing Installations

Standard methods of testing as given in BS 7671 and will include:-

- (a) Cable sheath insulation test.
- (b) Continuity of protective conductors including main and supplementary equipotential bonding.
- (c) Earth electrode resistance.
- (d) Insulation resistance at a test voltage of 500 V to be not less than 1.0 M ohm.

- (e) Insulation resistance at a test voltage of 500 V to be not less than 6 M ohm.
- (f) Insulation of the site-built assemblies.
- (g) Polarity, including the continuity of circuit conductors.
- (h) Earth fault loop impedance at every cut-out.
- (j) Operation of residual current devices.
- (ii) Traffic Signal and Pedestrian Crossing Installations shall be tested in accordance with this Clause paragraph 8 (i) above excluding Test (d) Insulation resistance tests
- **9.** Test instruments shall be calibrated regularly and shall possess a unique serial number which shall be noted on the test certificates.
- **10.** Test results recorded shall be the actual readings.
- 11. Test results shall be recorded by the *Contractor* both on a certificates (hard copy) and electronically. Electronic copies shall be forwarded to the *Service Manager* within 5 working days, for example, using an electronic interface that automatically updates the *Employers* asset management system. The test certificates shall be stored safely by the *Contractor* and shall be produced whenever required by the *Service Manager* for audit purposes. The certificates shall include the serial numbers of the instruments used for the tests.
- **12.** The format of the test certificates shall be agreed with the *Service Manager*.

# 1470AR Cyclic Maintenance and Group Lamp Replacement of Traffic Signal Equipment

- 1. The Tenderer's rates for cyclic maintenance/group lamp replacement of traffic signal equipment shall include for carrying out these operations to all types, makes and models of apparatus found on traffic signal installations and for identifying and travelling to and from group switching points, isolating supplies, removing access door security bands and removing unauthorised signs.
- 2. The frequency of group lamp replacement and cyclic maintenance shall be in accordance with the requirements of Clause 1493 AR.
- 3. The *Contractor* shall replace every lamp with a previously unused new lamp and shall indelibly mark each lamp with the month and year to indicate the date it is put into use. The operation of each lamp shall be tested after the replacement lamp has been fitted. The Tenderer's attention is drawn to Clause 1488 AR Traffic Signal Equipment Defects after Installation.
- **4.** During group replacement of lamps the *Contractor* shall also group replace starter switches of fluorescent lamps. Each starter switch shall be indelibly marked with the month and year to indicate the date it is put into use.
- 5. Lit sign units shall, as necessary, be carefully dismantled to facilitate cleaning and on completion shall be fully reassembled care being taken not to damage any materials or wiring. The power supply must be isolated before cleaning and before removing or refitting electrical components.

- **6**. Controller unit base compartments shall be thoroughly brushed out to remove accumulated debris.
- 7. The inside and outside of each item of traffic signal equipment, including lamps, identification number, photo-electric control unit, refractors, reflectors and other components shall be thoroughly cleaned. Aspect, lamps and associated optical components shall be left in correct adjustment after maintenance
- **8.** Graffiti shall be removed using a suitable detergent specially prepared for this task and debris shall be cleared from around the posts.
- 9. Cleaning will be carried out using water and suitable approved detergents. Solutions shall comply with Appendix 12/91 and shall cause no harmful effects to the range of materials and surfaces to be cleaned or the environment. No abrasive cleaning materials of any kind shall be used. Cleaning brushes and cloths shall be frequently changed to ensure that no scouring or abrasive action damages optical surfaces. After cleaning all surfaces shall be wiped with a clean muslin cloth to remove surplus solution.
- **10.** During cyclic maintenance the *Contractor* shall :-
  - (i) carry out a structural inspection of metallic columns, brackets and doors for any corrosion in accordance with Appendix 13/70
  - (ii) check brackets, detection equipment and luminaires for correct alignment with respect to the road adjusting as necessary;
  - (iii) examine, tighten, lubricate and replace where necessary all grub screws, screws, nuts and locking devices;
  - (iv) operate and lubricate all toggles, wing nuts, hinges, door locks, raising and lowering gear and other moving parts;
  - (v) examine for loose components and loose or defective backboards and re-fix as necessary leaving all components effectively secured;
  - (vi) examine internal wiring and earthing for deterioration and colour coding and replace any defective or deficient wiring and earthing. All electrical and earth terminations shall be examined for signs of looseness, effectiveness, corrosion, condensation, fracture or tracking and shall be renewed, tightened or cleaned as necessary and greased. Special attention shall be paid to aluminium cable terminations in respect of relaxation and high resistance contacts;
  - (vii) carry out a visual electrical inspection in accordance with Clause 1424 SR;
  - (viii) check for correct operation of lighting units and replace any faulty electrical components and incorrectly selected fuses. All replacement components shall be of the correct type, rating and characteristics and shall be fully compatible with all other circuit components. Non-faulty components replaced on a trial and error basis must be reinstated into the circuit and must not be charged to the *Employer*. All items removed shall be labelled showing the location and the date removed and shall be stored separately to await the *Service Manager's* inspection and instructions prior to dismantling and storage.
  - (ix) replace damaged or missing doors, door locks and luminaire housings/fasteners with units of the correct type and size;

- (x) inspect and test the installation in accordance with Clause 1424 SR following the replacement of electrical components and/or wiring;
- (xi) check holding down bolts of all flangeplate columns. Remove the protection against corrosion system, check the torque setting of the bolts, slacken and retorque as necessary in accordance with the manufacture's directions or as advised by the *Service Manager*. Re-new the protection against corrosion system using new cold applied petrolatum-based tape containing a flexible synthetic fabric carrier;
- **11.** The replacement of component parts shall not be carried out during cyclic maintenance without the consent of the *Service Manager*.
- 12. The *Contractor* shall electronically record the following information and shall submit it to the *Service Manager* within 5 working days of the operation being carried out, for example, using an electronic interface that automatically updates the *Employers* asset management system.
  - (i) The date and time the operation is carried out
  - (ii) The structural and electrical condition of each lighting unit
  - (iii) Inventory data amendments
  - (iv) A list of faulty electrical components replaced
- 13. The *Contractor* shall verbally notify the *Service Manager* immediately and shall also notify the *Service Manager* in writing by noon the following working day, where a structural condition level 4 is recorded,
- 14. The *Contractor* shall notify the *Service Manager* by noon the following working day where traffic signal equipment, where he considers the lighting unit requires urgent attention.
- Prior to the commencement of the Contract, the *Contractor* shall arrange, at his own expense, for his maintenance crews to maintain one traffic signal installation and one pedestrian crossing installation in the presence of the *Service Manager* in order to establish and agree the standard and quality of service required by the *Service Manager*. The level of performance established will be used as a reference for all future operations of this type.

## 1471AR Cyclic Maintenance and Group Lamp Replacement of Traffic Signal Installations

- 1. The Tenderer's rates for cyclic maintenance/group lamp replacement of traffic signal installations shall include for carrying out these operations to all types, makes and models of traffic signal or pedestrian crossing inmstallation and the like and for identifying and travelling to and from group switching points, isolating supplies, removing access door security bands and removing unauthorised signs.
- 2. The frequency of group lamp replacement and cyclic maintenance on shall be in accordance with the requirements of Clause 1493 AR.
- 3. The *Contractor* shall replace every lamp with a previously unused new lamp and shall indelibly mark each lamp with the month and year to indicate the date it is put into use. The operation of each lamp shall be tested after the replacement lamp has been fitted.

The Tenderer's attention is drawn to Clause 1488 AR Traffic Signal Equipment Defects after Installation.

- **4.** Base compartments of controller cabinets shall be thoroughly brushed out to remove accumulated debris.
- 5. The inside and outside of each aspect including lamps, identification number, photoelectric control unit, refractors, reflectors and other components shall be thoroughly cleaned using water and a suitable approved detergent. No abrasive cleaning materials of any kind shall be used. Cleaning brushes and cloths shall be frequently changed to ensure that no scouring or abrasive action damages optical surfaces. After cleaning all surfaces shall be wiped with a clean muslin cloth to remove surplus solution. Aspects, lamps and associated optical components shall be left in correct adjustment after maintenance.
- **6.** Graffiti shall be removed using a suitable detergent specially prepared for this task and debris shall be cleared from around the column.
- 7. Cleaning solutions shall comply with Appendix 12/91.
- **8**. During cyclic maintenance the *Contractor* shall in addition to those items detailed in Clause 1470AR sub-Clause 10:
  - i. Carry out a visual structural inspection of metal posts, brackets, housings, aspects and doors for any corrosion in accordance with Appendix 13/70.
  - ii. Check operation of manual panel in all modes.
  - iii. Check controller minima, maxima, inter-green and extension timings etc against database and report changes. Check the correct time of day, week number, BST change weeks etc. When clocks are adjusted or reset the effective time shall not differ by more than one second from that currently being utilised by other equipment associated with the equipment being checked;
  - iv. Check all plug-in relays and replace as necessary. All new relays to be marked with date in indelible in;
  - v. Check solar dimming;
  - vi. Check operation of red lamp monitoring where fitted;
  - vii. Check CLF timings;
  - viii. Check operation of all ancillary equipment e.g. OMU/OMCU/push/buttons/modems/external lamp monitoring units/MOVA;
  - ix. Check that suitable earth cables are provided and good connections made within the controller:
  - x. Report on any obstruction in the field of detection is to be included;
  - xi. Check the site condition, standing water, road footpath surface, white lines and markings, studs, overhanging trees etc. and report findings;
  - xii. For those sites with 7m signal poles the *Contractor* shall be responsible for the provision of a suitable mechanical equipment and Traffic Sign Manual -

Chapter 8 signing in order to carry out premature lamp failure and/or bulk lamp changes, signal cleaning and other checks as required by the cyclic maintenance requirements;

- xiii. Renew location marks and warning notices where illegible or missing. The self-adhesive location marks and warning notices will be supplied by the *Service Manager* and be fitted in accordance with Clause 1480 AR
- **9.** The replacement of Ancillary equipment shall not be carried out during cyclic maintenance without the consent of the *Service Manager*.
- **10.** The *Contractor* shall electronically record the following information and shall submit it to the *Service Manager* within 5 working days of the operation being carried out, for example, using an electronic interface that automatically updates the *Employers* asset management system.
  - (i) The date and time the operation is carried out
  - (ii) The structural and electrical condition of each lighting unit
  - (iii) Inventory data amendments
  - (iv) A list of faulty electrical components replaced
  - (v) Details of the checks carried out on the key components within each Controller
  - (vi) Operational timings
  - (vii) Details of the equipment used and the date of last calibration
- 11. The *Contractor* shall verbally notify the *Service Manager* immediately and shall also notify the *Service Manager* in writing by noon the following working day, where a structural condition level 4 is recorded,
- **12.** The *Contractor* shall notify the *Service Manager* by noon the following working day where a lighting unit is still inoperative following cyclic maintenance, or where he considers the lighting unit requires urgent attention.
- Prior to the commencement of the Contract, the *Contractor* shall arrange, at no expense to the *Service Manager*, for his maintenance crews to maintain up to five road lighting units in the presence of the *Service Manager* in order to establish and agree the standard and quality of service required by the *Service Manager*. The level of performance established will be used as a reference for all future operations of this type.

#### 1472AR Fault Finding & Repair of Traffic Signal Installation

- 1. The *Tenderer's* rates for fault repairs of traffic signal installations shall include for carrying out repairs irrespective of the type, style, make or model of traffic signal equipment and for identifying and travelling around installation, isolating supplies, removing access door security bands and removing unauthorised signs.
- 2. The *Tenderer's* attention is drawn to Clause 1488 AR Lighting and Sign Defects after Installation.
- **3.** Fault repairs will generally consist of faults reported by the general public and other sources. The *Contractor* shall not undertake any repairs found in passing unless

general approval is given in writing by the *Service Manager*. Where such approval is given these faults shall also be classified as fault repairs.

- 4. Traffic signal installations shall, as necessary, be carefully dismantled to facilitate repair and on completion shall be fully reassembled care being taken not to damage any components or wiring. The power supply must be isolated before removing or refitting electrical components.
- **5.** During the rectification of fault repairs the *Contractor* shall:-
  - (i) check for correct operation of traffic signal installations and replace any lamps, faulty electrical components and incorrectly selected fuses. All replacement components shall be of the correct type, rating and characteristics and shall be fully compatible with all other circuit components. Lamps and starter switches shall be indelibly marked with the month and year to indicate the date they are put into use. Non-faulty components replaced on a trial and error basis must be reinstated into the circuit and must not be charged to the *Employer*. All items removed shall be labelled showing the location and the date removed and shall be stored separately to await the *Service Manager*'s inspection and instructions prior to disposal.
  - (ii) test photo-electric control units for correct operation;
  - (iii) replace damaged or missing doors, door locks, lourves and the like with units of the correct type and size;
  - (iv) examine internal wiring and earthing for deterioration and colour coding and replace any defective or deficient wiring and earthing. All electrical and earth terminations shall be examined for signs of looseness, effectiveness, corrosion, condensation, fracture or tracking and shall be renewed, tightened or cleaned as necessary and greased;
  - (v) inspect and test the installation in accordance with Clause 1424SR following the replacement of electrical components and/or wiring;
  - (vi) check aspects, brackets, detection equipment and sign faces for correct alignment with respect to the road adjusting as necessary;
  - (vii) examine for loose component, loose or defective backboards and the like, leaving all components effectively secured;
  - (viii) carry out a routine structural inspection in accordance with Appendix 13/70.
  - (ix) tree pruning and removing unauthorised signs.
- **6.** The replacement of components and cut-outs shall not be carried out during fault repairs without the prior consent of the *Service Manager*.
- 7. The *Contractor* shall electronically record the following information and shall submit it to the *Service Manager* within 5 working days of the operation being carried out, for example, using an electronic interface that automatically updates the *Employers* asset management system.
  - (i) The date and time the operation is carried out
  - (ii) The structural and electrical condition of each lighting unit

- (iii) Inventory data amendments
- (iv) A list of faulty electrical components replaced
- **9.** The *Contractor* shall verbally notify the *Service Manager* immediately and shall also notify the *Service Manager* in writing by noon the following working day, where a structural condition level 4 is recorded,
- 10. The *Contractor* shall notify the *Service Manager* by noon the following working day where a lighting unit is still inoperative following cyclic maintenance, or where he considers the lighting unit requires urgent attention.

# 1473AR Periodic Electrical Inspection and Testing of Traffic Signal Installations

- 1. The Tenderer's rates for periodic electrical inspection and testing of traffic signal installations units shall include for carrying out testing irrespective of the type, style, make or model and for identifying and travelling around installation, isolating supplies, removing access door security bands and removing unauthorised signs.
- **2.** Periodic electrical testing of lighting units and feeder pillars will be carried out at the frequency stated in Clause 1493AR and in accordance with Clause 1424SR.
- 3. During periodic electrical testing of traffic signal installations units and feeder pillars the *Contractor* shall:
  - (i) replace any defective or deficient wiring and earthing;
  - (ii) test photo-electric control units;
  - (III) check for correct operation of traffic signal installations and replace any faulty electrical components and incorrectly selected fuses. All replacement components shall be of the correct type, rating and characteristics and shall be fully compatible with all other circuit components. Non-faulty components replaced on a trial and error basis must be reinstated into the circuit and must not be charged to the *Employer*. All items removed shall be labelled showing the location and the date removed and shall be stored separately to await the *Service Manager's* inspection and instructions prior to dismantling and storage.
  - (iv) carry out a routine structural inspection in accordance with Appendix 13/70.
- 4. The *Contractor* shall electronically record the following information and shall submit it to the *Service Manager* within 5 working days of the operation being carried out, for example, using an electronic interface that automatically updates the *Employers* asset management system.
  - (i) The date and time the operation is carried out
  - (ii) Test results and structural condition of each lighting unit
  - (v) Inventory data amendments
  - (vi) A list of faulty electrical components replaced
- 5. The *Contractor* shall verbally notify the *Service Manager* immediately and shall also notify the *Service Manager* in writing by noon the following working day, where a structural condition level 4 is recorded,

6. The *Contractor* shall notify the *Service Manager* by noon the following working day where a lighting unit is still inoperative following cyclic maintenance, or where he considers the lighting unit requires urgent attention.

### 1474AR Cyclic Maintenance of Feeder Pillars

- The interior of the feeder pillar shall be thoroughly brushed out to remove accumulated debris and components shall be cleaned with a dry cloth, care being taken not to damage any components.
- All photo-electric control units and feeder pillar identification numbers shall be thoroughly cleaned using water and a suitable approved detergent. No abrasive cleaning materials of any kind shall be used. After cleaning all surfaces shall be wiped with a clean muslin cloth to remove surplus solution. Photo cells, time switches and contactors shall be tested for correct operation and left in full working order after the maintenance visit.
- **3** Graffiti shall be treated with a suitable detergent specially prepared for this task.
- 4 Cleaning solutions shall cause no harmful effects to the range of materials and surfaces to be cleaned or the environment.
- **5** During cyclic maintenance the *Contractor* shall carry out a thorough inspection of each feeder pillar and shall:-
  - (i) examine the feeder pillar, doors and electrical apparatus for damage, corrosion and excessive wear and tear;
  - (ii) examine, tighten and lubricate all screws and locking devices, replacing where necessary;
  - (iii) operate and lubricate all toggles, wing nuts, hinges, door locks and other moving parts;
  - (iv) examine for loose or defective backboards and loose components leaving all components secured;
  - (v) examine internal wiring insulation for deterioration and all electrical terminations for signs of corrosion, condensation, fracture or tracking and renew, tighten or clean as necessary and grease. Special attention shall be paid to aluminium cable terminations in respect of relaxation and high resistance contacts;
  - (vi) carry out a visual electrical inspection in accordance with Clause 1424SR.
  - (vii) check for correct operation of all apparatus and selection of fuses;
  - (ix) check holding down bolts for all feeder pillars. Remove the protection against corrosion system, check the torque setting of the bolts slacken and re-torque as necessary in accordance with the manufacture's directions or as advised by the *Service Manager*. Re-new the protection against corrosion system using new cold applied petrolatum-based tape containing a flexible synthetic fabric carrier.
- 6. The *Contractor* shall electronically record the following information and shall submit it to the *Service Manager* within 5 working days of the operation being carried out, for example, using an electronic interface that automatically updates the *Employers* asset management system.

- (i) The date and time the operation is carried out
- (ii) The electrical condition of each feeder pillar
- (iii) Inventory data amendments
- (iv) A list of faulty electrical components replaced
- 7. The *Contractor* shall notify the *Service Manager* no later than noon on the next working day where a feeder pillar is still inoperative following the repair, or where he considers the feeder pillar requires urgent attention.

1475AR Not Used

1476AR Not Used

1477AR Not Used

1478AR Not Used

1279AR Not Used

# 1480AR Location Marks and Warning Notices

- **1** Each pole and the associated aspects of a traffic signal or pedestrian crossing installation shall bear a location mark.
- 2. Location marks shall be white self adhesive labels measuring a minimum of 50mm x 50mm and bear a black character with a minimum of height of 40mm and fitted by the *Contractor*.
- 3. Location marks shall correctly orientated and be fixed at a height of 2.5 metres above adjacent ground level and be located as follows:-
  - (i) Identification marks on signal poles shall commence at the pole nearest the controller and work in a clockwise direction around the site;
  - (ii) All pole identification numbers shall be numerical starting at the number 1;
  - (iii) The identification mark on signal poles shall be mounted to face the road at an appropriate point bewteen any mounted aspect heads;
  - (iv) Identification marks for aspect heads shall be mounted on the back of each aspect and be clearly visible form a person standing adjacent to the rear of the poleVerge mounted columns shall have 50 mm high numbering facing the road; and
  - (v) Aspect head identification marks shall be capital letter commencing at the letter A.
- **4.** The surface shall be lightly abraded and degreased to give purchase for the self adhesive label, which shall be firmly applied, with edges sealed to the surface.
- **5.** Existing painted or labelled location marks shall removed by abrasion.

#### 1481AR Not Used

# 1482AR Make Safe Traffic Signal Site Faults and Defects

- **1.** Faults shall categoriesd as either a Category 1 or Category 2 Fault or *Defect* which are Urgent Faults or Non-urgent Fault by the *Service Manager*.
  - i. Catgeory 1 (Cat 1) Faults or *Defects* may include a total signal failure or road traffic collision and the *Contractor* shall attend site and effects a full or temporary repair as follows:
    - a) During normal office hours within 2 hours of receipt of noticification; or
    - b) Out of normal office hours within 4 hours of receipt of notification;

In either option if full repairs cannot be completed on the initial visit the full repairs will be completed within 48 hours of notification.

- ii. Category 2 (Cat 2) Faults or *Defects* will include red lamp outages or where other faults are causing excessive network congestion. In such instances the *Contractor* shall effect a full or temporary repair as follows;
  - a) During normal office hours within 4 hours of receipt of noticification; or
  - b) Out of normal office hours within 8 hours of receipt of notification;
- iii. If full repairs cannot be completed on the initial visit the full repairs will be completed within 48 hours of notification.
- iv. If the signals fault is "all out" and an initial assessment suggests that signals will not be restored within 10 minutes failure boards will be placed on the primary signals for each approach before further work is carried out. Placing failure boards out will not relieve the *Contractor* of the requirement to effect a proper repair at the time of the first visit.
- v. Non-Urgent Faults or *Defects* will require the *Contractor* to attend site and effect a full or temorary repair as follows;
  - a) Attend site within 18 hours of receipt of notification; and
  - b) Effect a full repair within 48 hours of receipt of notification
- vi. Optical faults or *Defects* which have not been deemed urgent will require a full or temporary repair as follows:
  - a) Site attenance within 24 hours of notification of the fault and full repair to be effected within 48 hours of notification
- vii. All temporary repairs/clears which will necessitate a return visit or alterations to site operations is to have written consent from the *Service Manager* and such requests are to be supported by documented justifications
- viii. If the signals have been left off the fault will then be classified as urgent and the contract repair times for urgent faults or *Defects* will apply.
- ix. Contract Hours by Fault Classification
- **2.** Contract Hours by Fault Classification

i. Urgent Faults or *Defects* 

08:00 hours to 18:00 hours 5 days a week Monday to Friday excluding Bank Holidays.

Urgent faults or *Defects* reported up to 17:00 hours will be attended to the same day in accordance withsub-Clauses 1a and 1b to this Clause.

ii. Non-urgent Faults or *Defects* 

08:00 hours to 18:00 hours 5 days a week Monday to Friday excluding Bank Holidays.

iii. Optical Faults or Defects which have not been deemed urgent

08:00 hours to 18:00 hours 5 days a week Monday to Friday excluding Bank Holidays.

iv. Out of Hour Faults or Defects

18:01 hours to 07:59 hours 5 days a week Monday to Friday excluding Bank Holidays.

00:01 hours to 23:59 hours Saturday, Sunday and Bank Holidays.

- 3. The *Contractor* shall, when notified of an emergency, supply as per sub-Clause 1 to this Clause, such services as are appropriate to undertake the Emergency Works. Each maintenance vehicle shall be provided with communications facilities to ensure that contact can be maintained with the *Service Manager* during call-out and that maintenance vehicles can be contacted to give a swift response to an emergency during normal working hours. Staff and vehicles attending call-outs shall have adequate plant, materials, equipment and expertise to carry out Emergency Works until permanent repairs are carried out.
- 4. Whenever the *Contractor* is called out under the stand-by arrangement he shall restore the installation to full operational order or if this is not practicable he shall ensure that the installation is made safe, erect "SIGNALS OUT OF ORDER" boards and that any debris is removed. Where hazardous electricity cables are exposed, these shall be covered by a substantially constructed temporary enclosure, suitably painted and bearing the legend "DANGER ELECTRICITY LIVE CABLES".
- 5. Where a door or lock is damaged, the *Contractor* shall carry out a permanent repair before leaving the site. Where the *Contractor* is unable to carry out a permanent repair immediately, a temporary door and/or stainless steel band fastenings shall be used at the *Contractor*'s own expense to secure the hazard. The *Contractor* shall carry out a permanent repair as soon as practicable at his own expense.
- 6. Where it is necessary to call out the Distribution Network Operator to attend to a dangerous electricity service, the *Contractor* shall ensure that the Company's representative accepts responsibility for the site before the *Contractor* leaves the site.
- 7. After each emergency call-out the *Contractor* shall complete a copy of the *Contractor* Call-Out Form contained in Clause 1495 AR and submit it to the *Service Manager* the following working day. A Task Order will be issued for each emergency call-out and necessary remedial works. Any permanent repair or replacement required shall not be undertaken without an instruction from the *Service Manager*.

#### 1483AR Traffic Signal Equipment Electrical Safety

#### 1 Systems

(i) The electricity networks to be maintained within this contract comprise of both 240 volt single phase supplies and ELV services.

#### 4 Access Doors

(i) The *Contractor* shall securely attach all access doors to electrical installations and apparatus on the highway before leaving the site. Where a door or lock is damaged, the *Contractor* shall carry out a permanent repair before leaving the site. Where the *Contractor* is unable to carry out a permanent repair immediately, a temporary door and/or stainless steel band fastenings shall be used at the *Contractor*'s own expense to secure the hazard. The *Contractor* shall carry out a permanent repair as soon as practicable at his own expense.

# 5 Removal and Insertion of Electricity Company Fuse Carriers

(i) When working on Electricity Company apparatus, e.g. during the removal and insertion of a fuse carrier, the *Contractor* must comply with the safety standards laid down by the Distribution Network Operator. Employees of the *Contractor* working on Electricity Company apparatus must be trained to the standard required by the Distribution Network Operator and the *Contractor* will be expected to demonstrate, as and when required by the *Service Manager* or the Distribution Network Operator, that his employees have been so trained.

# 6 Statutory Undertakers Apparatus Plans for Works Within this Contract

- (i) The *Contractor* shall comply with the National Joint Utilities Group Recommendations on avoidance of danger from underground electricity cables.
- (ii) The *Contractor* shall include in his rates and prices for obtaining all necessary Statutory Undertakers Apparatus plans for lighting and signs works. The *Contractor* must issue copies of all such plans to his staff prior to any excavation work commencing on site. The *Contractor* will be required to endorse the plans stating that records have been checked prior to excavation. It should be noted that the plans provided by Statutory Undertakers will not necessarily be accurate or show all apparatus or services and therefore actual positions must be verified and established on site especially before any mechanical equipment is used. The *Contractor* must allow for any co-ordination or liaison with statutory undertakers where it may be necessary for apparatus positions to be verified on site by the appropriate statutory undertaker.
- (iii) The Contractor shall operate a 'Permit to Dig' system designed to ensure that:-
  - (i) Excavations are only be carried out by trained and competent staff.
  - (ii) Site staff have statutory undertakers' plans to hand.
  - (iii) Cable avoidance tools have been used to scan the site and identify the locations of underground services.
  - (iv) Where services exist, excavations are carried out carefully by hand to minimise danger to staff.

(v) The *Contractor* shall include a Safe System of Work for excavations in his developed Health and Safety Plan.

# 1484AR Removal and Reporting of Unauthorised Signs

- 1. The *Contractor* shall, whilst carrying out any traffic signal equiment maintenance or repair, remove any unauthorised sign mounted on that unit.
- 2. Unauthorised signs will normally include those signs of a commercial nature such as:-
  - (i) signs advertising sales, car boot sales, auctions, antique fayres, etc;
  - (ii) developer's signs, incorporating the developer's name, advertising new housing developments.
- **3.** Where the *Contractor* is in doubt as to the legitimacy of any sign he should report the location of the sign to the *Service Manager*.
- **4.** The *Contractor* shall cart to store all removed signs and shall store the signs awaiting collection or dispose of them, as directed by the *Service Manager*.

#### 1485AR Service Manager's Traffic Signal Equipment Inspections

- 1. The Service Manager will carry out random audits to satisfy himself that the work described under the terms of the Contract is being properly carried out. These audit inspections will usually be made while the work is in progress or, if the Service Manager considers this is not practicable, then after the completion of the said work.
- 2. Where the *Contractor*'s access platform is already on site, the *Contractor* will afford the *Service Manager*'s staff the use of the access platform under the supervision of the *Contractor*, at the *Contractor*'s expense. At other times the *Service Manager* may instruct the *Contractor* to provide an access platform and operative for the *Service Manager*'s use to inspect the Works. If the inspected Works are found to be defective, the *Contractor* shall make no charge for the vehicle or operative.
- **3.** The *Contractor* shall ensure that his insurance will cover the *Service Manager's* staff whilst using, under close supervision, the *Contractor's* equipment and plant.

# 1486AR European Directives and Recycling

- 1. The *Contractor* will include in his rates and prices for complying with the WEEE Directive and the Energy-Related Products Directive, as laid down at the date of tendering, during the term of the contract.
- 2. The *Contractor* shall pay particular attention to recycling the following materials, which will be included in his rates and prices:-
  - (i) Materials required to be recycled by the WEEE Directive
  - (ii) Scrap metal, e.g. lighting columns;
- 3. Used lamps shall be packed into the carton wrappings from the new lamps and shall be carefully returned to the *Contractor*'s Depot for recycling by a member of a 'Sustainalite' company. The recycling company shall have ISO 9000 and ISO 14000 Quality Management Systems for processing and recycling lamps. The recycling facility shall operate under an Environment Agency Pollution Prevention and Control

permit for the crushing and treatment of all types of lamps so that the glass, metal and hazardous elements, etc, shall be separated and recycled into new products.

- 4. The *Contractor* shall arrange for other scrap materials arising from works under this contract to be recycled wherever possible. The *Contractor* shall work in partnership with the *Employer* and the Equipment Manufacturers to limit the impact on the environment of waste produced during operations. Specifically the *Contractor* should seek to reduce the amount of waste produced, by:-
  - (i) Recycling spent lighting materials to reduce the amount of waste required for disposal, where technically and financially viable.
  - (ii) Using materials which are readily recyclable.
  - (iii) Reusing obsolete or old unusable components during maintenance.

# 1487AR Goods and Materials for Traffic Signal Equipment

- The Tenderer shall examine the county network and inventory data prior to the commencement of the contract in order to familiarise himself with the types, quantities and condition of materials used in existing installations.
- The Tenderer shall submit a list, as detailed in Appendix 14/71, of traffic signal materials he proposes to purchase for use on the contract together with the chosen suppliers. No agreement shall be entered into with any supplier until approval has been given by the *Service Manager*. Subsequently, no change in the agreed list of suppliers and materials shall be made without the prior approval of the *Service Manager*.
- The Tenderer's rates for the installation of a particular material must include for the installation of any type, size, make or version of that material.
- The Tenderer shall include in his Rates and Prices for the following Sundry Materials. No additional payment shall be made for these items.
  - (i) fuses.
  - (ii) internal wiring and earthing.
  - (iii) connectors, crimps, sleeves, insulation tape and the like.
  - (iii) rivets, bolts, nuts, shims, washers, screws, cleats, cable ties, grommets and the like;
  - (iv) lubricants, grease, anti-oxidant paste, cleaning materials, degreasing agents and the like.
- 5 All traffic signal equipment goods and materials supplied by the *Contractor* shall be new and no payment will be made for materials until they have been installed.
- The *Contractor* shall maintain sufficient stocks of such materials together with sufficient spare parts and other essential materials as are necessary to carry out repair works on installations in accordance with the requirements of the contract.
- 7 Where particular materials are obsolete and replacement components are unobtainable, the *Contractor* shall at the *Service Manager*'s request recover such

redundant materials during replacement schemes, store them and re-use them for repairs.

- **8** From time to time during the contract period, the *Service Manager* may supply certain specialised materials to the *Contractor* and the *Contractor* shall bear the cost of handling and storing such materials.
- The materials referred to in paragraphs 7 and 8 above shall be suitably marked or otherwise plainly identified so as to show that they are the property of the *Employer* and shall be set aside from the *Contractor*'s own materials. The *Contractor* shall keep a schedule listing the *Employer*'s materials and will make the schedule available to the *Service Manager* on request.
- The *Contractor* shall during normal working hours, afford the *Service Manager* and duly nominated members of his staff or Agents on request, access to any of his premises to inspect the *Contractor's* and *Employer's* materials.

# 1488AR Traffic Signal Equipment Defects After Installation

- 1. Without prejudice to any rights which the *Employer* may be entitled to under any guarantee or warranty usually provided for longer periods by the manufacturers, if within twelve months after their provision there shall appear in any plant, materials or services provided by the *Contractor* any defect or premature failure, which shall arise under their proper use, from faulty materials, workmanship or design (other than a design made, furnished, or specified by the *Service Manager* for which the *Contractor* has, in writing, disclaimed responsibility) the *Service Manager* shall notify the *Contractor*, and the *Contractor* shall supply and fit a new item of plant or material of equal specification to the defective item to make good the defects, at his own expense. Such replacement items shall then be guaranteed in accordance with this clause from the date they were installed by the *Contractor*. The provisions of this Clause shall be without prejudice to the *Contractor*'s Obligations under any other clause in the contract to provide goods, materials and services which comply in all respects with the provisions of the Contract.
- 2. Signal Aspect lamps, push button unit lamps, traffic sign lamps and fluorescent starter switches of each type shall be guaranteed by the *Contractor* against failure between installation and group lamp replacement, and between consecutive group lamp replacements and, subject to sub-clause (3), the *Contractor* shall supply and fit any such failed lamps and starter switches at his own expense.
- 3. The *Contractor* shall not be entitled to any payment for the replacement of any lamps and/or starter switches failing prior to the next group lamp replacement, unless the failure can be shown to be as a result of damage caused by a road traffic accident or an act of vandalism. Lamp failures caused by all other causes shall be at the *Contractor*'s risk.

#### 1489AR Labelling of Faulty Materials

1. All faulty materials shall be labelled, on site, to show the street, location, date removed, operative's initials and nature of fault and be temporarily stored separately at the *Contractor*'s depot for future inspection and testing by the *Service Manager*. The *Contractor* shall not dispose of the materials until approval has been given by the *Service Manager* 

2. The label shall be provided by the *Contractor* and shall be self adhesive with black letters on a white background and the following text:-

Site Identity No.

Location within site

Fault

Removed by

Date

# 1490AR Contractor's Management of Traffic Signal Equipment Work

- 1. The *Contractor* shall have arrangements in place for compliance with Sector Scheme 8 of the National Highways Sector Schemes for Quality Management in Highway Works
  - Sector Scheme 8 for 'The Overseeing and / or Installation and / or Maintenance of Highway Electrical Equipment and Supporting Works'.
- 2. The *Contractor* shall be Registered under both NICEIC and the HERS (Highway Electrical Registration Scheme for Competent Operatives) and shall issue the appropriate Competency Cards to all his staff prior to the start of the Contract.
- 3. The *Contractor* shall appoint an Traffic Signals Contract Manager whose purpose shall be to co-ordinate all the works set out in the Contract. The Contract Manager shall have in-depth knowledge of the operations to be carried out, the methods and techniques involved, the hazards likely to encountered, the methods of preventing accidents.
- 4. All *Contractors*' teams engaged on traffic signal equipment work shall be provided with mobile phones with e-mail, multimedia messaging service (MMS), integrated digital VGA camera, video recorder for capturing short video clips and facilities for hands free two-way communication with the *Service Manager* when away from the *Contractor*'s premises.
- **5.** All the *Contractor*'s works operations and instruction sheets relating to the Contract shall be available for inspection by the *Service Manager* or his representative.
- 6. The *Contractor* shall establish a supervisory system for monitoring quality and quantity of work done and achievement of programmes and must also provide the *Service Manager* with monthly reports of random inspections of Routine and Non Routine works. This system shall be included in the *Contractor's* QA Documentation.
- 7. The *Contractor* shall provide identity cards for each of his employees, including those of his *Sub-Contractor*s engaged upon the works. The identity card shall include the name and address of the *Employer* along with the name of the employee, level of authorisation, competency and identification photograph. This identity card shall be worn in a prominent position at all times by each employee when engaged on the Contract. The *Contractor* shall provide the *Service Manager* with copies of his employees' identity cards.
- 8. Tenderers shall, when submitting their tender, complete the List of Personnel and Equipment in Appendix 14/70.

#### 1491AR Control Of Documentation

Activity and Reference	Action to be taken by the Contractor
Fault Repairs	Submit records to the <i>Service Manager</i> within 5 working days of the completion date.
Cyclic Maintenance	the completion date.
Electrical Testing	
Emergency Distribution Network Operator Faults, other Emergency Situations and Structural Condition Level 4.	Verbally notify the <i>Service Manager</i> immediately and shall also notify the <i>Service Manager</i> in writing by noon the following working day
Non-Emergency Distribution Network Operator Faults and inoperative assets	Notify the <i>Service Manager</i> in writing by noon the following working day.
Requirement for any Electricity Company Service work	Notify the <i>Service Manager</i> in writing by noon the following working day and provide a completed 'Electrical Installation Completion Certificate'.
Callouts (Day or Night)	Notify the <i>Service Manager</i> using the <i>Contractor</i> Callout Form by noon the following working day.
Data Amendments	Return inventory data amendments to the <i>Service Manager</i> within 5 working days of completion date.
	The objective of these requirements is to allow the <i>Employer</i> to maintain records required for asset management in the most efficient method whilst preserving its currency. For example, the <i>Contractor</i> makes amendments to the inventory using an electronic interface that automatically updates the asset management system.
Payment Requests	Submit payment requests within 5 working days of the completion date.

# 1492AR Contractors Vehicles and Access to Traffic Signal Equipment Installations

- 1. The use of ladders as a working platform for traffic signal equipment work will not be permitted on this contract. "A" frame step ladders may be used provided they are stable and secure.
- 2. Maintenance vehicles employed in the following traffic signal equipment operations must be fitted with a Global Positioning Satellite (GPS) system with an accuracy of less than one metre.
  - (i) Cyclic maintenance and bulk change of lamps
  - (ii) Electrical testing
  - (iii) Fault repairs

The operatives must be trained in the use of the GPS and supporting software system to enable them to record the position of assets and the time/ date of the maintenance operation.

**3.** The *Contractor* shall provide route and date/timing information for these vehicles when instructed by the *Service Manager*.

# 1493AR Programming of Traffic Signal Equipment Works

- 1. The *Contractor* shall be responsible for the programming of all traffic signal equipment activities throughout the Contract period. In producing his programmes, the *Contractor* shall take full account of programmes completed during this Contract and the previous Contract, so that the life of existing lamps is maximised and that they are bulk changed, so far as is possible, at the end of their guarantee period.
- 2. The *Contractor* shall arrange his routine maintenance programs so that all lamps ecluding: LED aspects, are bulk changed and are under his guarantee 6 months after the commencement of the Contract. Every lamp will be deemed to be under guarantee after that date. The *Contractor* will also ensure that the program is balanced, with roughly similar numbers of lamps being bulk changed each year.
- The *Contractor* shall submit to the *Service Manager* for agreement his proposed maintenance schedules which shall include approximate dates and pre-planned routes for the whole period of the Contract. These programmes shall be with the *Service Manager* by no later than 1 month prior to the start of the Contract. The *Contractor* shall be ready to operate these elements of the contract in full by no later than 2 weeks prior to the start of the Contract.
- 4. The *Contractor* shall prepare his programmes to ensure that all operations shall take Obstructions caused by parked cars and other *Contractor*s or Undertakers may cause obstructions and inconvenience. The *Contractor* shall however allow in his programme and rates and prices for any inconvenience which may be caused.
- 5. The *Contractor* shall notify the *Service Manager* no later then the next working day of any service works required by the DNO and shall provide the *Service Manager* with an Electrical Installation Completion Certificate.
- 6. No existing traffic signal equipment shall be switched off, dismantled or removed without the prior approval of the *Service Manager* and any necessary arrangements made with the Regional Electricity Company.
- **7.** Prior to Public Holidays, the *Service Manager* may require the *Contractor* to suspend cyclic maintenance works in order to concentrate resources on fault repairs.
- 8. The Service Manager will provide the Contractor with Task Orders for fault repairs at frequent intervals detailing those units which have been reported as being faulty. Fault repairs will be repaired by the Contractor within the requirements of Clause 1482AR Make safe Traffic Signal Site Faults and Defects. Any subsequent fault corrective visit required within a period of one month will be at the Contractor's expense.
- **9.** The *Service Manager* will provide the *Contractor* with Task Orders for traffic signal installations emergency works on receipt of the *Contractor* Call-Out Forms.
- 10. The *Contractor's Manager is* to be available for weekly meetings with the *Service Manager* to agree the following seven days pattern of working in accordance with the Contract. These meetings will be held at the *Service Manager's* offices.

Notwithstanding, the weekly regular meetings, the Contractor's Manager shall, on a daily basis, report any variance in the agreed programme and give details of jobs in progress and completed.

- 11. The Contractor's Manager is to arrange and facilitate monthly progress meetings with the Service Manager. These meetings will be held at the Service Manager's offices.
- The Tenderer shall price for the following frequency of operations and repair periods for 12. this Contract:-

Activity	Frequency
1. Cyclic Maintenance	Annually and will coincide with one of the group lamp replacement visits.
2. Group Lamp Replacement	
(i) All lamps excluding LED aspects	6 monthly.
(ii) LED Aspects	Only on instruction from the <i>Service Manager</i>
3. Periodic Electrical Testing	Annually.

Activity	Repair Period
Fault Repairs – random faults reported by the public or from other sources.	Clause 1482 Make Safe Traffic Signal Site Faults and Defects sub-Clause 1
2. Other Repair Work	To be programmed by mutual agreement, but without delay in cases of damaged or inoperative assets.
3. Improvement Work and Schemes.	To be programmed by mutual agreement, but normally as soon as ordered materials are delivered.

The Service Manager may, during the contract period, require the Contractor to carry out group lamp replacement at a different frequency than stated above. Where the frequency is changed, lamp prices will be renegotiated with the Contractor and manufacturers, based on the revised guarantee periods. The corresponding contract rates will then be re-priced on the same basis as the tendered rates.

#### 1494AR Not used

#### 1495AR Site Records

1. Each Traffic Signal or Pedestrian Crossing Controller shall have, secured within its cabinet at all times a site log book, operation manual and configuration data, in addition to these items the Controller will also contain a current copies of the Configuration File and any MOVA Datasets held on a suitable pen-drive or similar device. If any of these items are missing they shall be replaced at the Contractors expense. As built drawings shall be provided by the Service Manager.

- The *Contractor* shall record/maintain in the log book each and every site visit, the state of the site on arrival and all work carried out. Any changes to the site configuration or timing shall be recorded in the site log. Details of any work outstanding on leaving site shall be recorded in the log.
- 3 The *Contractor* shall allow for the replacement of all log books and the updating of all information in his rates.

#### 1496AR Permitting of Works

1. When required the *Contractor* shall comply with the requirements and make application for Permitting of Works under the **West and Shires Permit Scheme** (WaSP) details of which are included as Annex A to this Specification.

#### 1497AR Safety Procedures and Power Failure

#### 1. Safety Procedures

- 1.1 All failed signals shall be signed with sign No. 7019 of the Traffic Signs Regulations and General Directions 2002. All pedestrian crossing points shall be signed up to 7016 of the Traffic Signs Regulations and General Directions 2002. This will include the use of dedicated push button covers clearly stating the crossing is not in use and directing the pedestrians to the nearest alternative crossing in accordance with chapter 8 where specified by the Engineer.
- 1.2 All necessary signing in paragraph 1.1 above shall be in place before signals are turned off for planned maintenance or any other reason unless the signals are to be off for less than five minutes.
- 1.3 When cabinets are open signing and or guarding shall be in place to protect pedestrians from accessing any electrical equipment in the controllers.
- 1.4 Where portable signals are in use, and any permanent signals switched off it shall only be necessary to sign pedestrian crossings push buttons as in paragraph 1.1 above.
- 1.5 For repair work (including slot cutting) the following Safe Working practice should be used as a minimum.

# 2 Safe Working Practice - Signing for Road Works

- 2.1 The signing for road Works must comply with Chapter 8 of the Traffic Signs Manual 1991: Traffic Safety Measures and Signs for Road Works and Temporary Situations. The Booklet 'Safety at Street Works and Road Works (A Code of Practice)' for road workers and supervisors covers the basic principles for the signing of road works in most situations. On high speed roads and motorways, reference must be made to Chapter 8 of the Traffic Signs Manual.
- 2.2 The following should be regarded as an aide-memoir and does not replace the requirements of Chapter 8
  - (i) Signs must be placed in position before any work commences on the Highway.
  - (ii) Different signs are intended to:

- (a) WARN the driver of a hazard ahead
- (b) INFORM the driver of the nature of the hazard
- (c) DIRECT the driver around the hazard
- (d) PROTECT the personnel working from the vehicles passing by the site.

#### 2.3 Signs must be:

- (i) reflectorised or adequately lit after dark
- (ii) of the correct design, colour and size, otherwise they are illegal do not invent signs.
- (iii) of correct size for the type of road and speed of traffic
- (iv) placed so that they are most visible to road users, which may mean placing them on both side of the carriageway
- (v) unobstructed by plant, vehicles, materials or vegetation
- (vi) kept clean at all times
- 2.4 The site must be clearly identified by cones having reflective sleeves and also by road danger lamps placed between cones at night, in poor daytime visibility and in bad weather.
- 2.5 Safety zones must be created between the work area and traffic Minimum sideways clearance is 0.5m (1.2m for high speed roads). Minimum longways clearance is 0.5m increasing to 100m on 70 mph roads.
- 2.6 Traffic barriers must be placed where necessary to protect the public and site personnel.
- 2.7 When interfering with pedestrian movements:
  - (i) provide continuous pedestrian barriers with tapping rails and the correct pedestrian signs
  - (ii) guard obstructions with continuous barriers and night time lighting
  - (iii) protect the visually impaired by guarding the sides of the road work sites accessible to pedestrians
  - (iv) provide suitable crossing points for people crossing the road
  - (v) provide a temporary pedestrian way of at least 1.5m (never less than 1.0m)
- 2.8 Oil drums must not be used as part of a barrier.
- 2.9 Works must be correctly illuminated at night, the spacing and number of lamps will depend on the type of road and width of hazard.
- 2.10 Traffic control must be used where there is less than 6.75m available (5.5m if there is no bus route or if heavy vehicles do not normally use the road) for two-way traffic,

unless minor work is being undertaken on a minor road, when shuttle - working is permissible during daylight in a clearly visible situation.

- 2.11 When using traffic control:
  - (i) reduce carriageway width to 3.25m
  - (ii) temporary traffic signals must be type approved type ie three lights, variable time mechanism and vehicle actuated facility
  - (iii) 'Stop' and 'Go' boards must be a minimum of 600mm in diameter, two being used if the site extends more than 20m, or is on a bend.
    - The use of 'Stop' and 'Go' boards is dependent upon the site length and maximum two-way traffic flow.
- 2.12 On a mobile site, signs must be moved as the work progresses. Vehicles engaged in moving Works should be conspicuous and have an amber roof mounted flashing warning beacon in operation.
- 2.13 Traffic control signs must be placed face down when the control is not in use and all road signs must be removed as soon as the work is completed.
- 2.14 On a two-way road the signs should be set out for traffic in both directions.
- 2.15 Always wear reflective and high visibility clothing when working on or near the carriageway.

#### 3. Power Failures

- 3.1 When called to a site where there is a failure of incoming mains which is likely to last for a period of more than 15 minutes, the following procedure shall be used.
- 3.2 The site must be signed up in accordance with paragraph 1 of this Clause.
- 3.3 Lamps switch shall be turned to the off position.
- 3.4 Incoming mains supply isolator shall be turned to the off position.
- 3.5 The contractor shall advise the electricity supply company of the problem, take details of the electricity company job reference number and other relevant information, provide the electricity company with a point of contact and advise the Service Manager of the situation
- 3.6 When the DNO confirms power resumption the mains isolator and lamps switches can be turned to on position and the site checked.
- 3.7 Remove all signing.
- 3.8 At traffic signal controlled junctions only, if it is likely that a mains supply failure will not be readily restored the Contractor shall, at the request of the Service Manager, arrange for the introduction of temporary traffic signal control applicable to the particular site requirements or for the provision of a generator to energise the permanent signals.

# 1498AR Traffic Signal Forms

#### Form ML/01 COMPETENT PERSONS AUTHORISATION CERTIFICATE (G39 As Amended)

# **CATEGORY OF AUTHORISATION (Delete non-applicable items)**

#### Category 1

To supervise the erection of traffic signals equipment and fittings and associated electrical installations in all situations including those in the vicinity of DNO overhead lines and to supervise all public lighting installation and maintenance.

# Category 2

To carry out the duties of Category 3 staff, plus the following:

- (i) The testing of installations.
- (ii) Emergency repairs to damaged plant and materials.

### **Category 3**

To work on public lighting systems, including those in the vicinity of DNO overhead lines, for the following purposes only:

- (i) The fixing of plant and materials and wiring of installations to the outgoing side of the DNO's public lighting cut-out.
- (ii) The initial insertion, removal and replacement of the DNO's public lighting cut-out fuses, including the replacement of cartridges.
- (iii) The maintenance and cleaning of installations.
- (iv) The supervision of category 4 personnel.

#### Category 4 (Trainee)

To assist with and have training on the duties authorised in Categories 2 and 3 under close and detailed supervision of Category 2 or 3 personnel

lame of Competent Person (BLOCK LETTERS)
Name and Address of <i>Employer</i>
Approved by (signed) Position Date
Received(signed) Date
This certificate is valid until <b>Date</b>

# Form ML/02 CONTRACTOR CALL OUT FORM (To be completed by Person Attending Call-Out)

		Call-Out Report No E
Call Out Date///	Time	Hrs
DurationHrs		
Road Name		
Town/Parish		
Location		
Asset Number		
Reg. No./Model of Vehicle Causing Damage		
Name & Address of Driver (or Owner)		
Police Name/Number		
Police Incident No		
Brief Description of Incident		
•		
Comments		
Type of Asset and Extent of Damage		
Emergency Work Carried Out		
Extent of Further Works Required		
Distribution Network Operator Called Out?	YES / NO*	(* Delete as Appropriate)
Contractor's Equipment/Vehicles Used		
		(Types)

ATTENDED BY :	
(Please Print Name)	
SIGNATURE :	
For Service Manager use only:	
Date Received :	Follow up Order Number :
Comments :	

#### **SERIES 1500: MOTORWAY COMMUNICATION**

#### 1570AR Annual Maintenance of Micro-wave Communications Link

- 1. The *Employer* uses mesh communications link between its sites at:
  - a) The junction of Wingfield Gardens and Ditherington Road, Shrewsbury to its Shirehall Offices and from Shrewsbury and its Shirehall Offices; and
  - b) The Shirehall Offices and its UTC Centre in Forrest Way, Shrewsbury
  - c) Along the length of Ditherington Road and Battlefield Road for communications between traffic signal equipment sites.
- 2. A full list of Communications equipment utilised on the Network can be found in Volume 3 Inventories and Network Data and the *Contractor* shall maintain all associated hardware and software as part of this Contract.
- 3. The *Contractor* shall provide to the *Service Manager* satisfaction a monthly print-out of the equipment and 4G Meash availability for each of the VMAe installations.

#### **SERIES 6100: EMERGENCY RESPONSE**

#### **6101AR Emergency Response Services**

- 4. Outside normal working hours, a traffic signal maintenance engineer will be required to be on standby.
- 5. The *Contractor* will arrange for 24 hour cover of experienced employees who will organise and supervise any emergency service activities across the County.

#### 6102AR Not USed

#### 6103AR Emergency Response Vehicle

- The *Contractor* will be required to provide a vehicle equipped to deal with emergency incidents such as road traffic accidents and it to be available 24 hours a day, 365 days a year.
- It is envisaged that a single vehicle will be provided to deal with such incidents throughout Shropshire.
- The vehicle will be on a "Transit" van size with a sliding side entry door and equipped with a supply of "Signals Not Working" signs, Bags to cover Push Buttons and "Crossing Not In Use" signs. These signs shall be clearly marked on the reverse with the *Contractor's* name and telephone number.
- The vehicle is to be available both during normal working hours and on standby outside normal working hours.
- **5** The *Contractor* must:
  - (i) provide to the *Service Manager* each week a roster of supervisors and operatives;
  - (ii) provide and maintain a mobile communication system in the vehicle;
  - (iii) provide and maintain oral/written reports, schedules etc requested by the *Service Manager*;
  - (iv) provide transportation for employees/operatives to work in emergency situations;
  - (v) provide and maintain employee's safety and training in compliance with COSHH requirements;
  - (vi) make a member of the *Contractor*'s own staff available to be contacted 24 hours a day by telephone landline;
  - (vii) respond and provide this Service within the times detailed in the Specification;
  - (viii) liaison and co-operate with the *Service Manager*, other *Contractors*, other Emergency Services etc;
  - (ix) replenish consumables.

- The *Contractor* must also provide an of alternative vehicle or and equipment within 2 hours in the event of a breakdown.
- In the event that the *Contractor* chooses to disrupt other operations to provide this Service then he does so of his own volition.
- **8.** The *Contractor* shall ensure that the Emergency Response Vehicle carries the following tools and test equipment:-
  - Earth loop impedance tester.
  - 1000v Insulation resistance tester.
  - Digital Voltage Meter.
  - Residual Current Breaker Tester.
  - Sound Mark Interface (Calibrated).
  - Lap Top PC or similar with suitable software loaded.
  - Overhead detection testing equipment.
  - Validation equipment for Vehicle Actuated Signs
  - Anything else that the *Contractor* deems to be necessary

#### 6104AR Emergency Traffic Signal Maintenance Engineer

- The *Contractor* will be required to provide the service of a qualified and experienced Traffic Signals Maintenance Engineer to be available to deal with emergency incidents such as traffic signal equipment knock downs, 24 hours a day 365 days a year.
- 2. The Emergency Traffic Signals Maintenance Engineer will be required to respond to an incident and be in attendance on site within the time constraints detailed in Clause 1482AR Make Safe Traffic Signal Site Faults and *Defects*.

# SERIES 7100: Traffic Signal Installation Switch On or Switch Off

#### 7101AR Traffic Signal Switch On or Switch Off

- 1. When required the *Service Manager* will issue a Task Order for the Switch On or Switch Off of either a signalised junction or pedestrian crossing to enable *Contractors* working on behalf of other Utility Organisations to enabl their own Temporary Traffic Signal Controls.
- 2. It is essential that the Traffic Signs Manual (TSM) Chapter 8 'Traffic Safety Measures and Signs for Road Works and Temporary Situations', and the 'Safety At Street Works and Road Works' manual and the DfT 'An Introduction to the use of Vehicle Actuated Portable Traffic Signals' document are adhered to at all times throughout the process as a mandatory requirement.
- 3. The Authority's traffic signals are **ONLY** to be operated by authorised and qualified SC staff, Term Consultants or the Traffic Signals Term Service *Contractor* approved by the authority's Street Lighting & Traffic Signals Manager.

#### 4. Traffic Signal Switch On or Off Process:

#### a) SWITCH OFF

- (i) Check Detector Fault Monitor (DFM) lamp on the side of the signal controller. If lit, the controller has an equipment fault that needs to be reported to the Street Lighting & Traffic Signals Team for repair.
- (ii) If the traffic signals are controlling a junction, the mode of operation i.e. VA Vehicle Activated, Cableless Link Facility (CLF) or Microprocessor Optimised Vehicle Actuation (MOVA), MUST be noted from the control panel (button will be illuminated) for switch on purposes. MOVA mode will be labelled as 'UTC' on the manual panel.
- (iii) Ensure all traffic management is in place ready to control traffic on the permanent signals switch off and equipment has been tested in accordance with the DfT manual 'An Introduction to the use of Vehicle Actuated Portable Traffic Signals'. Ensure that the operatives are Chapter 8 trained.
- (iv) Switch signals to 'ALL RED' when safe to do so.
- (v) Turn 'OFF' the permanent signals.
- (vi) Switch ON the temporary signals in accordance with the DfT manual 'An Introduction to the use of Vehicle Actuated Portable Traffic Signals'.
- (vii) Ensure all push buttons and traffic signal heads are bagged off and 'SIGNALS OUT' boards are put in place and are facing on-coming traffic.
- (viii) Enter time/date and action in controller log book located in main door.

#### b) SWITCH ON

- (i) Remove bags from permanent traffic signals heads.
- (ii) Rotate 'SIGNALS OUT' boards so they do not face the oncoming traffic.

- (iii) Switch temporary signals to 'ALL RED' when safe to do so.
- (iv) Switch 'OFF' temporary signals.

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- Switch permanent signals to 'ALL RED' on the manual panel. (v)
- Switch permanent signals to 'ON' on the manual panel and ensure the correct (vi) mode of operation is selected.
- (vii) Using the manual panel switch permanent signals to 'ALL RED'.
- (viii) If temporary signals are in use, switch temporary lights to 'ALL RED' at the same time as the permanent signals and rotate temporary signal heads so they do not face the oncoming traffic. Do not remove until the permanent signals have been checked and confirmed working correctly.
- (ix) From control panel, switch permanent signals to ON position.
- Allow the traffic signals to run a minimum of two cycles which will include an (x) automated demand for pedestrians (where appropriate) during its test cycle.
- (xi) Ensure the correct Mode of operation is activated if the signals control a junction i.e. VA, CLF or MOVA. Ensure appropriate button is illuminated.
- (xii) Remove bags from push buttons (if applicable).
- (xiii) Remove 'SIGNALS OUT' boards from poles.
- (xiv) **MONITOR** the signals operation for a minimum of 10 minutes to include the following checks
  - a) Ensure the signals cycle correctly monitoring each approach and traffic demands are accepted and responded to
  - Check **ALL** Red, Amber and Green traffic signals lamps are operational. b)
  - c) If the signals are controlling a junction with pedestrian phases, check the following: -
    - Check ALL Red and Green pedestrian/cycle signal lamps are operational.
    - Push buttons demand pedestrian stages.
    - Tactile cones rotate when green man or cycle symbol is illuminated (right hand side demand units only)
    - Audible signals operate correctly (if applicable)
    - 'WAIT' lamps on push button units illuminate on demand.
    - Both On-crossing & Kerbside detection (if applicable) are working • and hold demand were appropriate.
- Check DFM lamp on the side of the signal controller. If lit inform the Street Lighting and Traffic Signals Team for repair

- (xvi) Enter time/date and action in log book located in main door of the controller.
- (xvii) Inform the Street Lighting & Traffic Signals Team the signals have been checked and are operational.

#### Notes:

- 1. It is **NOT** acceptable to 'bag off' permanent traffic signal heads and leave the signals running on street, this can cause equipment to overheat. More importantly, if running throughout the hours of darkness, the permanent lights can still be visible through the bags giving conflicting signals.
- 2. A signed and dated record will be kept by the authorised attending operative in accordance with the attached check list for both switch off and switch on of permanent signals for accountability.
- 3. Permanent Traffic signals are **NOT** to be switched back on if the stop line carriageway marking is not present.
- 4. Unless under emergency circumstances, permanent traffic signals are NOT to be switched off from the permanent electrical supply i.e. Haldo or isolator, only through the control panel. If the controller is switched off from a permanent electrical supply, temporary timings or intergreen changes maximising efficiency and safety entered into the PROM will be lost



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 2** 

SHROPSHIRE COUNCIL

**SERVICE INFORMATION** 

**SPECIFICATION FOR HIGHWAY WORKS** 

**APPENDIX 0/2** 

CONTRACT-SPECIFIC MINOR ALTERATIONS
TO EXISTING CLAUSES, TABLES AND FIGURES INCLUDED IN THE
CONTRACT

#### **VOLUME 2**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

**APPENDIX 0/2:** 

CONTRACT-SPECIFIC MINOR ALTERATIONS TO EXISTING CLAUSES, TABLES AND FIGURES INCLUDED IN THE CONTRACT

List of Alterations to Existing Clauses, Tables and Figures

Clause No	Title
	SERIES 100:PRELIMINARIES
114	Payment Applications

#### **SERIES 100: PRELIMINARIES**

# **Clause 114 Payment Applications**

Delete the heading of Clause 114 and Sub Clause 114 (1) and replace with the following heading and Sub Clause:

# 114 Quotation Process, Aggregation and Payment Applications

1. Unless otherwise described in the Contract, the *Contractor* shall comply with the requirements described in Appendix 1/14 concerning Quotation Process, Aggregation and Payment Applications.



# CONTRACT REF: 3MC 003 TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016

**VOLUME 2** 

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**APPENDIX 0/3** 

LIST OF NUMBERED APPENDICES REFERRED TO IN THE SPECIFICATION AND INCLUDED IN THE CONTRACT

#### **VOLUME 2**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

# Appendix 0/3

List of numbered appendices referred to in the Specification and included in the contract

Appendix 0/3 is comprised of two lists, A and B, of Numbered Appendices as follows:

List 'A' is a complete list of the Numbered Appendices referred to in the Specification for Highway Works with those not adopted marked 'Not Used'. Those identified by the letters T or C shall be completed by the Tenderer or *Contractor* respectively.

Guide to types of Numbered Appendices - who compiles/completes

# Symbol

- (Co) Compiler compiles: Identified in the Notes for Guidance examples by the term 'Sample' included in their title
- (Co/C) Compiler partially compiles and *Contractor* completes and returns to Overseeing Organisatiion
- (Co/T) Compiler partially compiles and Tenderer completes and returns with Tender
- (C) Contractor completes and returns to Service Manager
- (P) This indicates the Appendix is a national proforma and format must not be altered

List 'B' gives the list of Contract-specific Numbered Appendices devised for the Contract.

Appendix 0/3 (continued)

List 'A': List of Numbered Appendices Referred to in the Specification for Highway Works (Nov 09)

Completed by	Appendix No.	Title
		INTRODUCTION
(Co)	0/1	Contract-specific Additional, Substitute and Cancelled Clauses and Tables and Figures Included in the Contract
(Co)	0/2	Contract-specific Minor Alterations to Existing Clauses and Tables and Figures Included in the Contract
(Co)	0/3	List of Numbered Appendices Referred to in the Specification and Included in the Contract
(Co)	0/4	List of Drawings Included in the Contract
Not used	0/5	Special National Alterations of the Overseeing Department of Scotland, Wales or Northern Ireland
		PRELIMINARIES
(Co)	1/1	Temporary Accommodation and Equipment for the Service Manager
Not used	1/2#	Vehicles for the Service Manager
Not used	1/3	Communication System for the Service Manager
Not used	1/4	Working and Fabrication Drawings
(Co)	1/5	Testing to be Carried out by the Contractor
Not used	1/6	Supply and Delivery of Samples to the Service Manager
(Co)	1/7	Site Extent and Limitations on Use
(Co)	1/8	Operatives for the Service Manager
(Co)	1/9	Control of Noise and Vibration
Not used	1/10	Structures to be Designed by the Contractor

Completed by	Appendix No.	Title
Not used	1/11	Structural Elements and Other Features to be Designed by the Contractor
(Co)	1/12	Setting Out and Existing Ground Levels
(Co)	1/13	Programme of Works
(Co)	1/14	Task Orders, Quotation Process, Aggregation and Payment Applications
Not used	1/15	Accommodation Works
(Co) (C)	1/16	Privately and Publicly Owned Services and Supplies
(Co)	1/17	Traffic Safety and Management
(Co)	1/18	Temporary Diversions for Traffic
(Co)	1/19	Routeing of Vehicles
Not used	1/20#	Recovery Vehicles for Breakdowns
(Co)	1/21	Information Boards
(Co)	1/22	Progress Photographs
(Co)	1/23	Risks to Health and Safety from Materials or Substances
Not used	1/24	Quality Management System
Not used	1/25	Temporary Closed Circuit Television (CCTV) System for the Monitoring of Traffic
Not used	1/26	Temporary Automatic Speed Camera System for the Enforcement of Mandatory Speed Limits at Road Works (TASCAR)
Not used	1/27	Temporary Automatic Speed Camera System for the Enforcement of Mandatory Speed Limits at Road Works (TASCAR) – Particular Requirements
		SITE CLEARANCE
Not used	2/1	List of Buildings, etc. to be Demolished or Partially Demolished

Completed by	Appendix No.	Title
Not used	2/2	Filling of Trenches and Pipes
(Co)	2/3	Retention of Material Arising from Site Clearance
Not used	2/4	Explosives and Blasting
Not used	2/5	Hazardous Materials
		FENCING
Not used	3/1	Fencing, Gates and Stiles
		ROAD RESTRAINT SYSTEMS (VEHICLE AND PEDESTRIAN)
(Co)	4/1	Road Restraint Systems (Vehicle and Pedestrian)
Not used	4/2	Information Required to Demonstrate Compliance of Road Restraint Systems to BS EN 1317-1, BS EN 1317-2, BS EN 1317-3 and DD ENV 1317-4:2002
		DRAINAGE AND SERVICE DUCTS
(Co)	5/1	Drainage Requirements
Not used	5/2	Service Duct Requirements
Not used	5/3	Surface Water Channels and Drainage Channel Blocks
Not used	5/4	Fin Drains and Narrow Filter Drains
Not used	5/5	Combined Drainage and Kerb Systems
Not used	5/6	Linear Drainage Channel Systems
Not used	5/7	Thermoplastics Structural Wall Pipes and Fittings

Completed by	Appendix No.	Title
		EARTHWORKS
Not used	6/1	Requirements for Acceptability and Testing etc. of Earthworks Materials
(Co)	6/2	Requirements for Dealing with Class U1B and Class U2 Unacceptable Materials (11/04)
Not used	6/3	Requirements for Excavation, Deposition, Compaction (Other than Dynamic Compaction)
Not used	6/4	Requirements for Class 3 Material
Not used	6/5	Geotextiles Used to Separate Earthworks Materials
Not used	6/6	Fill to Structures and Fill Above Structural Foundations
Not used	6/7	Sub-formation and Capping and Preparation and Surface Treatment of Formation
Not used	6/8	Topsoiling
Not used	6/9	Earthwork Environmental Bunds, Landscape Areas, Strengthened Embankments
Not used	6/10	Ground Anchorages, Crib Walling and Gabions
Not used	6/11	Swallow Holes and Other Naturally Occurring Cavities and Disused Mine Workings
Not used	6/12	Instrumentation and Monitoring
Not used	6/13	Ground Improvement
Not used	6/14	Limiting Values for Pollution of Controlled Waters (11/06)
Not used	6/15	Limiting Values for Harm to Human Health and the Environment (11/04)

Completed by	Appendix No.	Title
		ROAD PAVEMENTS - GENERAL
Not used	7/1#	Permitted Pavement Options (Schedules 1, 2, 3, 4 and 5)
(Co)	7/2	Excavation, Trimming and Reinstatement of Existing Surfaces
Not used	7/3	Surface Dressing – Performance Specification (Sheets 1, 2 and 3)
Not used	7/4	Bond Coats, Tack Coats and Other Bituminous Sprays (Sheets 1, 2 and Binder Data Sheet)
Not used	7/5	In Situ Recycling: The Remix and Repave Process
Not used	7/6	Breaking Up or Perforation of Existing Pavement
Not used	7/7	Slurry Surfacing Incorporating Microsurfacing (Sheets 1, 2 and 3)
	7/8	Not Used
Not used	7/9	Cold-Milling (Planing) of Bituminous Bound Flexible Pavement
Not used	7/10	Not Used (11/09)
(Co)	7/11	Overband and Inlaid Crack Sealing Systems
Not used	7/12	Arrester Beds
Not used	7/13	Saw-Cut Crack and Seal Bituminous Overlays on Existing Jointed Concrete Pavements
Not used	7/14	Preparation of Jointed Concrete Pavements Prior to Overlaying and Saw-Cutting and Seal of Bituminous Overlay (11/03)
Not used	7/15	Saw-Cut, Crack and Seat Existing Jointed Reinforced Concrete Pavements (11/03)
Not used	7/16	Cracking and Seating of Existing Jointed Unreinforced Concrete Pavements and CBM Bases
Not used	7/17	Cracking Plant and Equipment Progress Record

Completed by	Appendix No.	Title
Not used	7/18	Site Specific Details and Requirements for Cold Recycled Bitumen Bound Material
Not used	7/19	Site Specific Details and Requirements for Recycled Cement Bound Material
Not used	7/20	Not Used
Not used	7/21	Surface Dressing – Recipe Specification (Sheets 1 & 2 and Binder Data Sheet)
Not used	7/22	Repair to Potholes (11/03)
		ROAD PAVEMENTS – CONCRETE AND CEMENT BOUND MATERIALS
Not used	10/1	Equipment for the Construction of Exposed Aggregate Concrete Surface
		KERBS, FOOTWAYS AND PAVED AREAS
Not used	11/1	Kerbs, Footways and Paved Areas
Not used	11/2#	Access Steps
		TRAFFIC SIGNS
(Co)	12/1#	Traffic Signs: General
Not used	12/2	Traffic Signs: Marker Posts
(Co)	12/3	Traffic Signs: Road Markings and Studs
Not used	12/4	Traffic Signs: Cones, Cylinders, FTD's and Other Traffic Delineators
(Co)	12/5	Traffic Signs;- Traffic Signals

Completed by	Appendix No.	Title
Not used	12/6	Traffic Signs: Special Sign Requirements on Gantries
		ROAD LIGHTING COLUMNS AND BRACKETS, CCTV MASTS AND CANTILEVER MASTS
Not used	13/1#	Information to be Provided When Specifying Lighting Columns and Brackets
Not used	13/2	(Specification for Highway Works) Typical Lighting Column and Bracket Data Sheets 1 and 2
Not used	13/3	Instructions for Completion of Lighting Column and Bracket Data Sheet
Not used	13/4	Information to be Provided When Specifying CCTV Masts
Not used	13/5	(Specification for Highway Works) Typical CCTV Mast Data Sheet
Not used	13/6	Instructions for Completion of CCTV Mast Sheets
Not Used	13/7#	Information to be Provided When Specifying Cantilever Masts (11/03)
Not Used	13/8	(Specification for Highway Works) Typical Cantilever Masts Data Sheets 1 and 2 (11/03)
Not Used	13/9	Instructions for completion of Cantilever Masts Data Sheet (11/03)
		ELECTRICAL WORK FOR ROAD LIGHTING AND TRAFFIC SIGNS
(Co)	14/1	Site Records
(Co)	14/2	Location of Lighting Units and Feeder Pillars
Not used	14/3	Temporary Lighting
Not used	14/4	Electrical Equipment for Road Lighting

Completed by	Appendix No.	Title
Not used	14/5	Electrical Equipment for Traffic Signs
		MOTORWAY COMMUNICATIONS
Not used	15/1	Motorway Communications
Not used	15/2	Cable Duct Requirements
		PILING AND EMBEDDED RETAINING WALLS
Not used	16/1	General Requirements for Piling and Embedded Retaining Walls
Not used	16/2	Precast Reinforced and Prestressed Concrete Piles and Precast Reinforced Concrete Segmental Piles
Not used	16/3	Bored Cast-In Place Piles
Not used	16/4	Bored Piles Constructed using Continuous Flight Augers and Concrete or Grout Injection through Hollow Auger Stems.
Not used	16/5	Driven Cast-in Place Piles
Not used	16/6	Steel Bearing Piles
Not used	16/7	Reduction of Friction on Piles
Not used	16/8	Non-Destructive Methods of Testing Piles
Not used	16/9	Static Load Testing of Piles
Not used	16/10	Diaphragm Walls
Not used	16/11	Hard/Hard Secant Pile Walls

Completed by	Appendix No.	Title
Not used	16/12	Hard/Soft Secant Pile Walls
Not used	16/13	Contiguous Bored Pile Walls
Not used	16/14	King Post Walls
Not used	16/15	Steel Sheet Piles
Not used	16/16	Integrity Testing of Wall Elements
Not used	16/17	Instrumentation for Piles and Embedded Walls
Not used	16/18	Support Fluid
		STRUCTURAL CONCRETE
Not used	17/1	Schedule for the Specification of Designed Concrete (05/06)
Not used	17/2	Concrete - Impregnation Schedule
Not used	17/3	Concrete - Surface Finishes
Not used	17/4	Concrete – General
Not used	17/5	Buried Concrete (05/02)
Not used	17/6	Grouting and Duct Systems for Post-tensioned Tendons
		STRUCTURAL STEELWORK
Not used	18/1	Requirements for Structural Steelwork

Completed by	Appendix No.	Title
		PROTECTION OF STEELWORK AGAINST CORROSION
Not used	19/1	(Specification for Highway Works) Form HA/P1 (New Works) Paint System Sheet
Not used	19/2	Requirements for Other Works
Not used	19/3	(Specification for Highway Works) Form HA/P2 Paint Data Sheet
Not used	19/4#	(Specification for Highway Works) Form HA/P3 Paint Sample Despatch List: Sheets 1 & 2
Not used	19/5	General Requirements
		WATERPROOFING FOR STRUCTURES
Not used	20/1	Waterproofing for Concrete Structures
		BRIDGE BEARINGS
Not	21/1	Bridge Bearing Schedule
used	21/1	Bridge Bearing Genedale
	22/1	(o5/04) Not Used
		BRIDGE EXPANSION JOINTS AND SEALING OF GAPS
Not used	23/1	Bridge Deck Expansion Joint Schedule
Not used	23/2	Sealing of Gaps Schedule (Other than in Bridge Deck Expansion Joints)
		BRICKWORK, BLOCKWORK AND STONEWORK

Completed by	Appendix No.	Title
Not used	24/1	Brickwork, Blockwork and Stonework
		SPECIAL STRUCTURES
Not used	25/1	Requirements for Corrugated Steel Buried Structures
Not used	25/2	Requirements for Reinforced soil and Anchored Earth Structures
Not used	25/3	Requirements for Pocket-Type and Grouted Cavity Reinforced Brickwork Retaining Wall Structures
Not used	25/4	Environmental Barriers
Not used	25/5	Requirements for Buried Rigid Pipes for Drainage Structures
		MISCELLANEOUS
Not used	26/1	Ancillary Concrete
Not used	26/2	Bedding Mortar
Not used	26/3	Cored Thermoplastic Node Markers
		LANDSCAPE AND ECOLOGY
Not used	30/1	General, sheets 1, 2 and 3
Not used	30/2	Weed Control
Not used	30/3	Control of Rabbits and Deer
Not used	30/4	Ground Preparation

Completed by	Appendix No.	Title
Not used	30/5	Grass Seeding, Wildflower Seeding and Turfing
Not used	30/6	Planting, sheets 1 and 2
Not used	30/7	Grass, Bulbs and Wildflower Maintenance
Not used	30/8	Watering
Not used	30/9	Establishment Maintenance for Planting
Not used	30/10	Maintenance of Established Trees and Shrubs
Not used	30/11	Management of Waterbodies
Not used	30/12	Special Ecological Measures
		MAINTENANCE PAINTING OF STEELWORK
Not used	50/1	(Specification for Highway Works) Form HA/P1 (Maintenance) Paint System Sheet
Not used	50/2	Requirements for Other Work
Not used	50/3	(Specification for Highway Works) Form HA/P2 Paint Data Sheet
Not used	50/4#	(Specification for Highway Works) Form HA/P3 Paint Sample Despatch List: Sheets 1 and 2.
Not used	50/5	General Requirements

List 'B' gives the list of Contract-specific Numbered Appendices devised for the Contract.

Completed by	Appendix No.	Title
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Completed by	Appendix No.	Title			
		INTRODUCTION			
(Co)	1/70	Disposal of Material			
(Co)	12/91	Cleaning Solutions			
(Co)	12/92	Detection Equipment			
(Co)	13/70	Routine Structural Inspections			
(Co)	13/91	Cleaning Solutions			
(C)	14/70	List of Personnel, Plant and Equipment			
(Co)	14/71	Tenderer's Proposed Materials			

# Appendix 1/1 : Temporary Accommodation and Equipment for the *Service Manager*

## Temporary Accommodation for Service Manager comprising:

## a) Equipment

The *Contractor* shall provide to the satisfaction of the *Service Manager* and shall include the following main items: -

(i) A laptop computer with the following specification:

Description Laptop / Notebook

Features Intel Core i7 Processor

Operating System Windows 8.1 64

Bluetooth Version 4.0

Wireless Connectivity 3G/4G

Display 13.3 inch minimum

Display Type Touchscreen

HDD Capacity (GB) 512GB Solid State Drive

Installed RAM (GB) 8.0GB DDR3L 1600 MHz

- (ii) In addition to the Toughbook Computer the *Contractor* shall provide suitable software and cabling to enable changes to be made to signal controllers together with the necessary manuals for interrogation of the controllers.
- (iii) This equipment will be retained by the *Employer* at the end of the Contract period.

## Appendix 1/5: Testing to be carried out by the Contractor

- 1. The *Contractor* is to carry out all testing as required under the Specification, as specified in the following table, unless included within Appendix 1/6.
- 2. All costs for samples, sampling, testing and supplying the test results to the *Employer* shall be included in the rates and prices entered in the Bill of Quantities.

#### 3. Notes:

- a. Tests comparable to those specified in this Appendix will be necessary for any equivalent work, goods or material proposed by the *Contractor*.
- b. (N) indicates that a NAMAS test report or certificate is required.
- c. Unless otherwise shown in this Appendix tests for works, goods or materials as scheduled under any one Clause for all such work, goods or materials for the Works.
- d. When appropriate, samples shall be taken in sufficient time to allow testing to be completed and the Overseeing Organisation's approval obtained before the material is used in the works.
- e. The *Contractor* shall provide at his own cost all samples required for testing;
- f. Test results where tests to be carried out by the *Contractor* or his suppliers shall be passed to the Overseeing Organisation within 24 hours of the completion of each test.
- g. Nothing in this Appendix shall relieve the *Contractor* of his responsibilities for the Works under the Contract.
- h. Frequency of Testing: Tests specified as 1 per week, 1 every month, 1 every two months and the like; are to be carried out at those time intervals and not just within those periods. More frequent testing may be required to achieve the minimum number of tests per source.

Clause	٧	Vork, Goods or Material	Test	Frequency of Testing	Test Certificate	Comments
Series 1200						
1202	P	Permanent traffic signs			Required	Quality managemen t scheme applies. Certification that the traffic sign is capable of passing the tests in BS873: Part 1 is required.
1212 1212SR	Road marking		Tests specified in BS EN 1824		Required	National Quality managemen t sector scheme applies. procedures are given in BSEN 1824
		Glass Beads	Arsenic trioxide content, Lead content and Antimony content (N)	One every 12 months and / or per specific source of supply	Required	
1217 Traffic signals		raffic signals				Quality managemen t scheme applies. Statutory type approval of equipment applies
		Cables				Product certification scheme applies
		Controllers [Other equipment]	Test specified in Appendix 12/5	Each controller before delivery to Site and again after installation		
		Cabling	Tests a, b, c, e, f, g, h, j as defined in sub- clause 1424.2	Each traffic signals installation	Required	Certification that the installation complies with BS7671 (the IEE Wiring Regulations) is required

1218	Detector loops					
		Epoxy resin			Required	Certification that the epoxy resin complies with specification MCH 1540 is required
		Joints	Pull test (4 kgf)	Each crimp		
		Installation	Series resistance	Each loop	Required	Certification in
			Insulation resistance			accordance with specification MCH 1540 is required
			Inductance			
Series 14	00					
1421	С	able				Product certification scheme applies
	Z	etworks	Tests specified in Clause 1424	Each network	Required	Certification that the installation complies with BS7671 (the IEE Wiring Regulations) is required

# Appendix 1/7 : Site Extent and Limitations on Use

## 1 Extent of the Site

- (i) The Affected Property is described in Contract Data Part One and the 'Site' which relates to Task Orders is defined in Conditions of Contract Clause Z1.2 (11.2)(29).
- (ii) The Site Boundary, where appropriate, will be indicated on the Task Order.
- (iii) The extent of the Site includes those areas of highway necessary for all temporary signs, cones, road markings and the like, which may be outside the Site Boundary of the permanent works stated in the Task Order.

## 2 Limitation on Use of the Site

(i) Refer to Specification Clause 171AR

## Appendix 1/8 : Operatives for the Service Manager

## 1 Traffic Signal Maintenance Engineer

A Traffic Signals Maintenance Engineer may be required for the *Service Manager* at various times throughout the service period.

The Traffic Signals Maintenance Engineer will be required to assist with inspections, and any other electrical works as instructed by the *Service Manager*. The operative shall possess a valid driving license for the United Kingdom.

The Traffic Signals Maintenance Engineer;

Must be fully trained and certified in accordance with Engineering Recommendation G39/1 issued by the Electricity Association.

Shall be JIB Registered with minimum qualifications of Part 2, City and Guilds 2360 (Electrical Installation).

Shall have relevant Health and Safety training including traffic/pedestrian safety, safety in excavations, avoiding danger from underground and overhead services, the operation and use of detection equipment etc.

Shall have attended a City and Guilds Testing and Inspection Course 2391 or equivalent.

Hold Category 2 COMPETENT PERSONS AUTHORISATION CERTIFICATES.

A period of one weeks notice shall be given to the *Contractor* for provision of an operative.

# **Appendix 1/9: Control of Noise and Vibration**

- 1 Working outside the hours in Table No 1 below will require the consent of the Service Manager.
- The noise levels (see Note (i) below) scheduled below for periods outside the normal working hours will only be permitted when consent has been given to exceptional working.
- The ambient noise level, Leq (see Note (ii) below) from all sources when measured 2.0 m above ground at noise control stations shall either not exceed the appropriate level given in the schedule or not exceed by more than 3dB (A) the existing ambient noise level, Leq (see Note (iii) below), at the control station measured over the same period, whichever level is greater. The maximum sound level at any noise control station shall not exceed the level given in the Schedule. Exceptionally the *Contractor* may be given permission to carry out works which exceed the noise levels in the schedule, provided that 14 days notice of the date and timing of these works is given to the Overseeing Organisation and the *Contractor* demonstrates that he intends to take all reasonable measures to mitigate the noise nuisance. After consultation with the Local Authority and any other interested bodies a decision will be given within 10 days of receipt of the notice.

Table No. 1

Schedule		Total Noise Level at Control Stations			
Period	Hours	Ambient Noise Level, Leq Measured at Control Station: dB(A)	Period of Hours over which Leq is applicable	Maximum Sound Level (see Note (iv) below) measured at Control station: dB(A)	
Mondays to Fridays	0800-1700	70	1	85	
Saturday	0800-1700	60	1	70	
Sunday	0800-1700	60	1	70	
All unattended Equipment outside normal working hours		See Para. 5(iv) below			

#### Notes:

- (i) Noise levels relate to free field conditions. Where noise control stations are located 1 m from facades of buildings, the permitted noise levels can be increased by 3 dB(a)
- (ii) The ambient noise level, Leq, at a noise control station is the total Leq from all the noise sources in the vicinity over the specified period.
- (iii) The existing ambient noise level, Leq, at a control station is the total Leq from all sources in the vicinity over the specified period prior to the commencement of the Works.

- (iv) Maximum sound level is the highest value indicated on a sound level meter which meets the requirements of BS EN 60651 Type 1 or 2 set to SLOW response and frequency weighting A or on an integrating averaging sound level meter to BS EN 60804
- Without prejudice to the generality of the *Contractor*'s obligations under Clause 109 paragraph 1, the *Contractor* shall comply in particular with the following requirements:-
  - (i) All vehicles and mechanical Equipment used for the purpose of the works shall be fitted with effective exhaust silencers and shall be maintained in good and effective working order;
  - (ii) All compressors shall be 'sound reduced' models fitted with properly lined and sealed acoustic covers which shall be kept closed whenever the machines are in use and all ancillary pneumatic percussive tools shall be fitted with mufflers or silencers of the type recommended by the manufacturers:
  - (iii) Machines in intermittent use shall be shut down in intervening periods of non-use or where this is impracticable, shall be throttled down to a minimum.
  - (iv) Unattended equipment outside normal working hours (see 2 above) should if possible, be powered by mains electricity otherwise acoustic enclosures will be necessary to minimise sound levels.
- Without prejudice to the foregoing and to the requirements of the Conditions of Contract, the *Contractor* shall not be permitted to carry out work as stated below, except where such work is required under the terms of the Contract or is absolutely necessary for the saving of life or property or for the safety of the Works:-
  - (i) Piling, including sheet piling, by percussive methods on Saturdays or Sundays or outside the hours of 08.00 to 18.00 on Mondays to Fridays, inclusive;
  - (ii) Loading or unloading of materials or Equipment or the use of power tools within 60 metres of residential property between the hours of 17:00 and 08:00.

## **ĀAppendix 1/12 : Setting Out and Existing Ground Levels**

## **Appendix 1/12: Setting Out and Existing Ground Levels**

All co-ordinates levels are based on a plane metric grid with a local origin and no connection to the Ordnance Survey National Grid is involved. Setting out of individual jobs will vary considerably in complexity and appropriate information will be given for each Task Order in the form of a schedule of levels, dimensions, locations and/or co-ordinates as required.

- The *Contractor* shall set out the works and services using information provided by the *Service Manager*; or in the absence of setting out information the *Contractor* and *Service Manager* shall jointly set out the works and services. Setting out shall be carried out prior to work commencing on site.
- In order that the *Service Manager* may have the opportunity to carry out checks of *Contractor*'s setting out, the *Contractor* shall give 48 hours notice that the setting out will be ready for checking. The *Service Manager*'s check does not relieve the *Contractor* of his responsibilities.
- Where setting out is undertaken by the *Service Manager* the methods of referencing will be consistent with those used by the *Contractor*.
- The *Contractor* will record the level of existing ground at regular intervals prior to the commencement of works. The completed work will be reinstated to the levels and profiles which existed prior to the commencement of the works unless otherwise instructed by the *Service Manager*.

## Appendix 1/13 : Programme of Works

The *Contractor* shall provide a programme of work which details the sequence of Task Orders which will be undertaken within the next four weeks. The *Contractor* shall provide a Programme of Works for each Task Order (lasting more than two days in duration) with the quotation in a form of a Bar Chart produced as a result of a Critical Path Analysis and must abide by the constraints below. It shall show the level of detail appropriate to each stage of the Works and all activities and restraints, each of which shall be given a short title. All events shall be numbered and annotated with earliest and latest event dates.

#### **Schedule of Constraints**

- The *Contractor* must install a computer software system capable of receiving information from and transmitting information to the *Service Manager's* Pitney Bowes Confirm software system (see Specification Clause 194AR) at least three months before the commencement of the Contract works.
- The *Contractor* shall install a communication system to fulfil his Contract obligations to permit rapid communication between the *Contractor*'s staff and the *Service Manager* at least one month before the commencement of the Contract works.
- **3** Task Orders will be divided into categories for timed response:
  - (a) Group 1: attendance on site within 1 hour during normal working day;
  - (b) Group 2: attendance on site within  $1^{1}/_{2}$  hours outside the normal working day;
  - (c) Group 3 work to be completed as per timings detailed in Clause 1482AR; and
  - (d) Group 4 work to be programmed as approved by the *Service Manager*.
- A detailed work method statement for management of traffic shall be provided at least three days before that operation for the acceptance of the *Service Manager*.
- Where required the programme will incorporate the following constraints; Appendix 1/17 for Traffic Safety and Management, Appendix 1/9 Control of Noise, Appendix 5/1 Drainage Requirements and Appendix 1/12 Setting Out and any working hours restrictions specified on the order for the works, to complete the works within the period specified for each Task Order.
- The *Contractor* is to prepare and present with this programme a phasing plan of the highway showing the work areas and traffic pattern for each phase of the works.
- 7 The operatives undertaking work on a Group 4 Task Order must complete the ordered work before they commence work on another Group 4 Task Order, unless instructed to cease work by the *Service Manager* or the police.
- The *Contractor* shall be responsible for making arrangements with Public Authorities and Statutory Undertakers for the phasing into his Programme of Works, any work which needs to be done by them or their *Contractor* concurrent with the Works (See Clause 186AR).
- 9 Not used
- The *Service Manager* reserves the right, in the event of adverse weather conditions or abnormal traffic, to suspend the Works without prior notice and/or remove the *Contractor* from the highway in an emergency.

- The *Contractor* should endeavour to programme his Works to minimise disruption to normal traffic.
- Reasonable access must also be given for other bodies to carry out, where possible, routine maintenance works and investigations as the *Service Manager* considers necessary. However, these works will be carried out so as not to affect the *Contractor's* programme.

# **Appendix 1/14 : Task Orders, Quotation Process, Aggregation and Payment Applications**

#### 1 Quotation Process

For programmed works over the value of £1000, a quotation process will be followed and will be used by the client and appointed *Contractor*. Final details of the quotation process will be shared with that *Contractor* but the process is intended to work in the following way.

Initially when a scheme is identified the client and the Contractor will meet on site to discuss the works required and to perform a joint measure so that all parties are aware of the work involved. This will be requested by the client sending an uncommitted order and job to the *Contractor* to request the joint site meeting. This must happen within 5 working days. Following the joint meeting the client will resend to the Contractor an uncommitted order and job including SOR items to request the quotation period to start this will be returned in 2 weeks. This job will have a particular group code associated. The job will contain all of the usual information sent over in a works order and job and may contain SOR items but will not contain the indexation, price banding or traffic management percentage SOR items, these will be added either by the Contractor or the client before the works order is to be committed. Any drawings, risk assessments etc will be emailed to the *Contractor* or printed off and sent to the *Contractor* for the evaluation process if they have not been handed to the Contractor at the joint site measure. A Quote for the purposes of the contract means a priced works order (including a planned start and finish dates and the quantities), the completed pre-construction information (or construction phase plan when applicable) and the traffic management design. Once agreed the works will be carried out to this quote unless a compensation event occurs to alter the quote in any way.

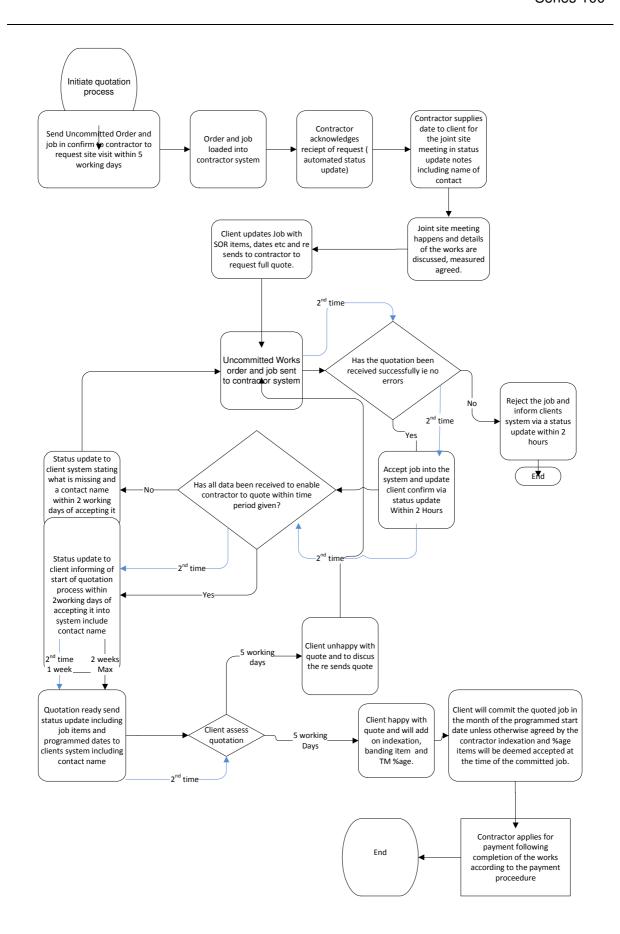
Below is a flow diagram to indicate the process.

This process does not include information regarding the streetworks noticing requirements for works carried out and the *Contractor* will have to send in the appropriate notices including agreements at the appropriate times or the additional status update for the progression of the works eg start on site, finish on site, these all need to be supplied through the life of the works

KPI's relating to the timings of the quotation process will be included into the performance requirements.

Should a quotation not be agreed after the second time it has gone through the process then either and engineering decision is made or the quote shall be re-mea sured on the item that is causing the contention.

Below is a flow diagram to indicate the process.



#### 2 Not used

## 3 Payment Applications

All work must be referenced to the correct Order, Job and Contract numbers.

The payment applications submitted to the *Service Manager* in accordance with the Conditions of Contract by the *Contractor* shall, whenever dealing with matters covered by the Price List, be set out under Part and Section headings similar to those in the Price List and shall separately identify each item and specify quantity, unit, rate and value. Items not described in Price List but appropriate for inclusion as measured work shall be shown at the end of the relevant section or under section headings as appropriate indicating quantity, unit rate and value. In respect of all other matters referred to in the Conditions of Contract, the *Contractor* shall separately show in the statement quantities, units and rates of goods and/or materials and also details of any other matters to which he considers himself entitled. The *Contractor* shall allow the *Service Manager* to inspect invoices for goods or materials included in the statement as may be required.

Payments shall only be made on the approved payment applications. Payments shall be formed on individual jobs, orders or combined within an agreed period as agreed with the *Service Manager*.

## 4. Payment for Group 1, 2, 3 and 4 Work

There will be no minimum Task Order quantities or value for Group 1, 2, 3 and 4 Work.

#### Group 1 and 2

Group 1 and 2 works will be paid for on Time Charge and any disruption to other Task Orders may be a compensation event.

## Group 3 and 4

Group 3 and 4 work will be paid for using:

- a. Price List items for Street Lighting Works of any value;
- b. Price List items for Road Marking, Road Studding, Bridge Maintenance and Bridge Improvement Works for Task Orders over £500.00
- c. Price List items for Winter Maintenance and Maintenance Crew work of any value; and
- d. Price List for all other types of work greater than £1000 in value.

Group 3 and 4 work of less than the threshold values specified above will be Time Charge, from the Series 2,700 of the Price List.

Group 3 work will be enhanced by the *Contractor's* Series 100 percentage adjustment for Group 3 work. This enhancement will pay for undertaking the work at short notice and any disruption to other programmed Task Orders.

## **Task Order**

The *Employer* uses Pitney Bowes Confirm (Confirm) software system to order work using the File Transfer Protocol in Specification Clause 194AR.

The *Service Manager* will accept the quotation, reject the quotation and requests specific changes, or set a quotation for the work value.

## Scope of Work in a Task Order

Separate Task Orders will be issued for works

The other Task Orders may contain a variety of traffic signal equipment maintenance and improvement activities.

#### **Location of Works**

Task Orders may contain a number of Tasks (Jobs) identified on the highway network infrastructure. The Task(s) (Job(s)) will describe the type of work to be undertaken on the network. The Job(s) contained within an individual Task Order will be located within a square of 20 kilometres by 20 kilometres which is to be positioned specifically to encompass the work described within an individual Task Order. The square of 20 kilometres by 20 kilometres will **Not** apply to Task Orders for traffic signal equipment cyclic maintenance. These Task Orders will contain Job(s) identified at any location on the network.

#### **Working Hours**

When instructed by the *Service Manager* the *Contractor* will undertake work within the time periods described in the Task Order.

The *Contractor*'s rates will be enhanced by the *Contractor*'s Series 100 Price List percentage adjustment Items.

The *Contractor* can programme the work to suit any pattern of working hours which comply with constraints detailed within the contract. The *Service Manager* or must agree the *Contractor*'s hours of working for each Task Order and will not pay any enhancements for any hours of work proposed by the *Contractor*. The *Contractor*'s Price List will not be enhanced for work undertaken on Monday to Friday between 08.00 to 17.00hrs.

The *Employer* uses Confirm to monitor customer enquiries, manage assets, and order work and to provide valuations for payment. The system is capable of issuing information to and receiving information from the *Contractor*, who shall operate a system fully compatible with every aspect of Confirm to ensure a complete interchange of information may take place. Refer to File Transfer Protocol in Specification Clause 194AR.

# Appendix 1/16: Privately and Publicly Owned Services and Supplies

- The *Contractor* will acquire Statutory Undertaker's information plans for each Task Order.
- The *Contractor* shall make arrangements with the Statutory Undertakers and others concerned, for the co-ordination of his work with all work which needs to be done by them or their *Contractors* concurrently with the works. Compliance with the periods of notice given in this Appendix does not relieve the *Contractor* of his obligations.
- Private Services to individual properties have not generally been listed or shown on the drawings. The *Contractor* shall make arrangements with the Statutory Undertakers and others concerned for the phasing of all necessary disconnections and diversions of private services affected by the Works.
- 4 Disconnected apparatus can be removed by the *Contractor* only with the prior approval of the Authority concerned.
- The names, addresses and telephone numbers of the authorities serving in the locality are detailed within the Conditions of Contract Special Requirements.

# **Appendix 1/17: Traffic Safety and Management**

#### 1 General

- 1.1. The Contractors traffic safety and management proposal shall comply with Chapters 1 to 14 of the Traffic Signs Manual published by the Stationary Office (or any amendments thereto or other conditions stated within this Contract), and with 'Guidance for Safer Temporary Traffic Management' and 'Safety at Street Works and Road Works a Code of Practice'.
- 1.2. Where the circumstances of any particular case are not covered by the recommendations of Chapter 8, the *Contractor* shall submit his proposals for dealing with such situations in writing to the *Service Manager* for his approval.
- 1.3. The *Contractor* shall be responsible for designing traffic safety and management proposals and submitting them to the *Service Manager* for approval. The *Service Manager* will then write to the *Contractor* to approve, amend or reject the proposal within the period of time specified within the Table for Replies. The same applies to changes to any approved layouts.
- 1.4. The Contractor is expected to liaise fully with the Police before and during the execution of Work Orders. The Contractor should also liaise with bus service operators and the other Emergency Services to inform them of the phasing and any diversions a minimum of 5 working days prior to commencing the work.

#### 2 Traffic Safety and Management Requirements

- 2.1. The *Contractor* shall be responsible for traffic safety and management and all associated work as described in Clause 117 and shall provide the following information:
  - (i) Phasing of Works.
  - (ii) Drawings showing traffic management layout including as appropriate:-
    - (a) Position of traffic signs and traffic signals.
    - (b) Width of lanes.
    - (c) Working area.
    - (d) Safety zone.
    - (e) Cross over.
    - (f) Provision of access for emergency service vehicles
    - (g) The location of temporary vehicular access
  - (iii) Timing of operations.
  - (iv) Road Lighting requirements.
  - (v) A safety zone, delineated by traffic cones, must be maintained between any live traffic lane and all site staff/workmen.
  - (vi) 24 hour cover for traffic management.
- 2.2 In providing the details listed above the following constraints shall apply:
  - (i) The location of signs shall not hider the movement of pedestrians or cyclists
  - (ii) The Contractor shall inspect the existing road lighting and shall if

- necessary shall provide additional lighting to protect and aid the workforce and pedestrians during working hours.
- (iii) The *Contractor* shall provide a protected and well defined pedestrian route through all traffic management areas.
- (iv) Emergency traffic shall be permitted through the site all times.
- (v) No work shall be permitted outside the traffic management areas.
- (vi) Two way shuttle working is restricted to a maximum coned area length of 300m unless otherwise agreed with the Overseeing Organisation.
- (vii) No work will be permitted on Primary and Main Distributor roads between the hours of 07:30 09:30 and 16:30 18:30 unless otherwise agreed with the Overseeing Organisation.
- (viii) Where work is to be undertaken within 800m of a half barrier level crossing the *Contractor* shall notify the Overseeing Organisation at least 7 days before the planned start date.
- (ix) When planning the traffic safety and management measures the *Contractor* shall include for covering existing permanent traffic signs, within or outside the area of the Works, which conflict with the traffic safety and management proposals. These measures shall be carried out in accordance with Clause 1209.
- 2.3 The *Contractor*'s attention is drawn to the need to assess the risk and develop and operate safe working practices when vehicles and Equipment are reversing on site, whether or not they are on part of the highway. Rule 129 of The Highway Code 1993 is relevant but the *Contractor*'s practices and procedures should take account of the different conditions, which will prevail on site.

## 3 Traffic Safety and Control Officer

- 3.1 The *Contractor* is to provide a Traffic Safety and Control Officer for each work order who shall be responsible for maintaining all traffic safety and management systems while work is in progress. A Traffic Officer will be available when work is not in progress to maintain the *Contractor's* traffic safety and management systems within one and a half hours of receiving an instruction from the *Service Manager*.
- 3.2 The responsibilities of the Traffic Safety and Control Officer and of his nominated deputy shall also include the following matters:
  - (i) Monitoring, with the assistance of sufficient mobile personnel and of sufficient other suitable and appropriate aids, the flow of traffic within the area and within the period defined for the operation of the vehicle recovery service;
  - (ii) Ensuring that, within 5 minutes of notification of the occurrence of an incident, as defined below, resulting in stationary vehicle(s) on a highway open to the public, the incident is reported to the vehicle recovery service;
  - (iii) Recording and logging all incidents and all movements of recovery vehicles and, when called, all movements of the emergency services. For the purposes of this Appendix, an "incident" is defined as a shed load, vehicle breakdown, vehicle abandonment or traffic accident, whether or not the latter involves personal injury.
  - (iv) 24 hour every day availability in emergencies (achieved through a nominated deputy if necessary). The Officer shall be equipped with a mobile cellular phone and the phone number shall be supplied to the Overseeing Organisation and the Police.
  - (v) Ensuring that the traffic control requirements of the authorities are carried out.
  - (vi) Undertake regular patrols to ensure that all equipment is inspected and maintained (and keeping site records of inspections).
  - (vii) Ensuring that there are adequate replacement signs or traffic signal equipment in the event of loss, damage or equipment failure. Any defect in the temporary traffic management reported by the *Employer* or the Police shall be rectified within 1.5 hours
  - (viii) Arranging and agreeing all lane and carriageway closures, dimensions, working areas and safety zones.
  - (ix) Arranging duties for watchmen so that the site is patrolled and inspected and equipment attended to and maintained at all times.
  - (x) The provision of an experienced person responsible for maintaining the smooth running of traffic during critical periods, if necessary by manual control of traffic signals.
  - (xi) Liaison with businesses and private individuals to ensure that the work does not prevent people entering / leaving their workplaces and residences.
  - (xii) Liaison with bus operators, Police etc

## 4 Highway Maintenance Functions

- 4.1 Until the completion of a Task Order the *Contractor* shall be responsible for ensuring that within the limits of the works:
  - (i) the highway is swept clear of debris (including dirt and mud) from any source to the satisfaction of the *Service Manager*
  - (ii) Drains will be cleaned of any material arising from the works
- 4.2 The limits of the works shall be the full extent of the traffic management system including all approach and 'end of road works' signing.

If the approved traffic management measures require a temporary traffic order or statutory approval the *Contractor* shall allow the following additional period of time to elapse between receiving approval and the commencement of works:

## 5 Temporary Traffic Orders

- 5.1 Notice required by the *Employer* in order to arrange for making temporary traffic orders are as follows:
  - (i) Works which affect only County roads .....six weeks
  - (ii) Works which affect Department of Transport road (Motorway and Trunk road) ..ten weeks.
- 5.2 Notice required by the *Employer* in order to arrange for Temporary Statutory Approvals are as follows:
  - (i) Works which affect Railway Level crossings .....six weeks
  - (ii) Works with 2 way traffic lights..... two weeks
  - (ii) Works with 3 or more way traffic signals ......four weeks
  - (iii) Works which involve the use of non prescribed signs......two weeks

## 6 Details of Events That Could Have a Bearing on The Works

6.1 Shall be detailed in each Work Order.

## 7 Highways, Private Roads, and Other Ways Affected by the Works

7.1 Figures will be supplied for each Work Order where appropriate as follows:

Description	Predicted Ave	Speed	Speed	Types of	Special
	24h AADT	of Cars	Limit	Traffic	Facilities
		(mph)	(mph)	Control	/Remarks

## 8 Driver Information Signs at Roadworks

8.1 The *Contractor* shall erect signs which state working for "Shropshire Council" as appropriate and display an agreed emergency telephone number within the work area when traffic safety and management measures are in place on the public highway. The type and wording of the sign must be agreed before use.

## 9 Temporary Traffic Signals

9.1 Generators used to power temporary traffic signals will only be permitted if they are at least 200m away from a residential property or unless otherwise agreed by the *Service Manager*.

## 10 Definitions

#### 10.1 Routine Maintenance Works:

These are works such as gully emptying, street cleaning and verge maintenance where the task is routine, the work being carried out regularly, at the same locations, using the same tools and labour.

## 10.2 Works Substantially off the Highway:

Works substantially off the highway are for example drainage works in an area of open space where minor traffic management may be required at the access

#### 11 Public Notification of Works

The *Contractor* will be responsible for supplying and distributing work information leaflets for works of greater than five days duration to members of the public who reside adjacent to the works five days prior to the commencement of works. The wording of the leaflet is to be approved by the *Service Manager*.

## **Appendix 1/18 : Temporary Diversions for Traffic**

The existing public or private roads or other ways in this specification may be assumed to be any and all public and private foot or vehicular access on to the highway network and will vary in number and frequency for each Task Order.

Existing Rights of Way Intersecting or Entering the Site either vehicular or pedestrian shall be maintained at all times if practical. Gate accesses and farm crossing shall be kept unobstructed if possible all rights of ways shall be detailed for each Task Order.

The *Contractor* shall be responsible for designing temporary diversion for all forms of traffic using the highway. The *Contractor*s proposals shall be submitting to the *Service Manager* for approval. The *Service Manager* will approve, amend or reject the proposal and organise within fourteen days any requested legal traffic orders. The *Contractor* shall allow the following period to elapse before receiving approval and the commencement of works on site if a traffic order is required:-

(i) Road Closures affecting *Employer*'s highways 12 weeks

(ii) Road Closures or diversion routes affecting Department of Transport's highway network (Motorways and Trunk Roads)

14 weeks

The *Contractor* shall not commence any work which affects the public highway until all the approved traffic safety and management measures necessitated by the works are fully in place.

The erection, maintenance and removal of signed diversion routes measured using the Schedule of Rates.

# Appendix 1/19: Routeing of Vehicles

## **Permitted Access Routes**

- 1. Without prejudice to other provisions in the Contract; the vehicles of the *Contractor*, his sub-*Contractor*s, suppliers and construction traffic shall gain access to the site via Trunk Roads and other A class roads. Access will not be permitted along any unclassified roads in the area unless approved by the *Service Manager*.
- 2. The *Service Manager* may at any time withdraw his approval to the use of any route until such strengthening or repair work as he considers necessary has been carried out on that route.

# **Appendix 1/21: Information Boards**

- 1.1 Information Boards, these include Advance Information Boards shall be provided as and when stated on the Task Order.
- 1.2 Information Boards shall be erected on the approach to the scheme in positions agreed with the *Service Manager* and removed when appropriate.
- 1.3 The Information Boards shall have various legends as agreed with the *Service Manager*.
- 1.4 Information Boards shall be mounted on 'A' frames or as stated otherwise on the Task Order.

# Appendix 1/22: Progress Photographs

The *Contractor* will ensure progress digital photographs are taken for each Task Order by a competent, but not necessarily formally qualified operative/photographer. The digital photographs will record the location of work before commencement and after completion of the works. Additional digital photographs will be taken to record unforeseen conditions or other site difficulties.

These digital photographs, with details of the Task Order / job number date and time, shall be submitted to the *Service Manager* within one week of the completion of work instructed on a Task Order.

The use of digital photography is mandatory.

# Appendix 1/23: Risk to Health and Safety From Materials or Substances

#### 1 Restrictions in relation to traffic management measures

- 1.1 Where site operations are carried out adjacent to or near to lanes open to traffic care should be taken to ensure that no dust, spray or other material is transferred to the lanes open to traffic by any means.
- 1.2 Additional safety zones may be required locally if the above is likely to occur.

### 2 Restrictions in relation to working practices

- 2.1 As an alternative to the provision of additional safety zones where any dust, spray or other material could be deposited onto lanes open to traffic the *Contractor* may so arrange his operation, or stop his operations for short periods, when:
  - a) the wind direction would propel material onto traffic in the lanes open to
  - b) slow moving or standing traffic would be contaminated by site operations.

(<u>Note</u>:- for the purpose of this appendix only, "slow moving traffic" is defined as traffic travelling at less than 20 mph)

#### 3 Measures to be taken to protect members of the public

- 3.1 Materials for use in temporary screening shall be fixed to parapets and safety barriers, or be self supporting where there is no such readily available means of fixing, and shall be sound and suitable for the intended purpose.
- 3.2 The temporary screening must be capable of withstanding high winds.
- 3.3 The *Contractor* is to provide the *Service Manager* with details of his temporary screening proposals, and method of fixing not less than one week prior to their erection.
- 3.4 To avoid danger to the public or visitors to the site the application of spray applied waterproofing membranes may have to be curtailed or restricted in periods of strong winds.
- 3.5 Tented enclosures will be considered as an alternative to 3.5 above by the *Service Manager* if the *Contractor* wishes to ensure work continuity in all weather conditions. Where tented enclosures are used they should be strong enough to cope with the wind conditions likely to occur, and must not be allowed to become a traffic or site hazard themselves.
- 3.6 Nothing in this appendix shall relieve the *Contractor* of his obligations under the Control of Substances Hazardous to Health Regulations 1988 (COSHH) and his responsibility for the development of safe working practices.

# 4. Monitoring to be undertaken by *Contractor*

- 4.1 No specific monitoring will be required but the *Contractor* should consider Section 3 above, and his general obligation under the COSHH Regulations and take action to eliminate or reduce problems that occur due to his site operations.
- 4.2 The *Contractor* is required to keep records of all materials taken from the site and must record the location of the tips and the nature of the material deposited in them from the site. These records shall be available for inspection by the *Service Manager* on demand.

# **Appendix 1/24 : Quality Management System**

The *Contractor* shall institute and operate a quality management system complying with BS EN ISO 9001and Clause 104. The quality management system shall be described in a Quality Plan that shall be submitted to the Overseeing Organisation for its acceptance.

The Quality Plan shall cover the following items:

- (i) Contractor's organisation and management
- (ii) Contractor's method statements and construction procedures
- (iii) Contractor's construction quality control
- (iv) Organization's Quality Plans.

(for each of the quality management schemes listed in Appendix A)

- **2** Quality Plans shall conform to the requirements tabulated in this Appendix, as follows:
  - Model Requirements for Quality Plans are given within this Appendix
- Items i) and iii) of the Quality Plan shall be submitted to the *Employer* with the tender documents.

The *Contractor* shall submit other parts of the Quality Plan prior to commencement of any related work or activity and to a timetable included in item i).

4 Method statements are required for the works listed below:

GUIDANCE NOTES	CONTRACTOR'S ORGANISATION AND MANAGEMENT
Numbers cross refer	This section of the Quality Plan shall include:
	Definition of the Contract and its documentation.
2. An annotated chart is an effective means of illustrating the organisational relationships	2. The organisation of the Contract, including the line of command and communication links between parties involved in the Contract.
3. These will include the roles commonly attributed to the Contracts Manager, Contractor's Service Manager, Management Representative for Quality, Sub-agents, General Forman, Foreman, Chief and Senior Engineers and Contract Quantity Surveyor.	3. Names, roles, responsibilities and authority of principals and key personnel
4. e.g. meetings with the police, statutory undertakers, local authorities, landowners and others	4. Control of liaison and meetings with third parties.

5. Particular reference is to be made to the main Contractor's staff responsibilities for	5. Identification of the <i>Contractor</i> 's own staff responsible for overseeing each major activity.
sub-contracted activities  6. This must include the assessment of the sub-Contractor's quality assurance and quality control capabilities, the identification and implementation of additional controls needed on them to fulfil the Contractor's obligations in respect of quality assurance, monitoring arrangements and the review and acceptance of 'deliverables'	6. The main <i>Contractor</i> 's control of subcontracts.
	7. Document Control
8. Adequate time shall be allowed for the Service Manager to examine these plans prior to the commencement of the activity	8. Programme for submission of method statements and Suppliers Quality Plans. The Quality Plan shall identify procedures (which may be a part of the <i>Contractor's</i> general procedures) that cover the topics listed below. Copies of these procedures shall be made available to the <i>Service Manager</i> on request
9. Suppliers Quality Plans are required for schemes listed in Appendix A of the Specification for Highway Works. Suppliers Quality Plans should be based on the model	9. The quality Plans for sub- <i>Contractor</i> s and suppliers of work, goods and materials which are the subject of quality management schemes.
	10. Procedure for the preparation, review and adjustment of programmes for effective progression of the Works and recording of this.
	11. Control and approval of purchases of materials.
	12. Control of off-site activities (where appropriate)
	13. Procedures of the regular review and recordings by the <i>Contractor</i> of the quality of the Works.
	14. Control of personnel selection, based on their care, skill and experience.
	15. Management review/audits to monitor and exercise adequate control over the implementation of the quality plan.
	16. Any other relevant items.

GUIDANCE NOTES	CONTRACTOR'S METHOD STATEMENTS AND CONSTRUCTION PROCEDURES
Numbers cross refer	This section of the Quality Plan shall include:
1. Method statements are required for the principal activities e.g.	Detailed method statements for each major activity whether directly controlled or subcontracted.
- demolition & site clearance	
- safety fencing - probably subject to Suppliers QP	The method statements shall identify hold points and invoke:
- earthworks - sub-divided as appropriate	
lighting and communications cabling	- work instructions
- each traffic management operation	- quality control procedures
- special activities e.g. treatment of contaminated land, major temporary works,	<ul> <li>compliance testing/inspection arrangements</li> </ul>
items of public interest/concern	- and work acceptance procedures
Method statements may be quite brief but should describe each	for all activities that might affect the quality of the permanent and temporary works.
stage of the construction, identify the equipment and materials to be	
used, temporary works, safety measure, working space considerations, and where appropriate the requirements for skilled labour and/or special supervision etc.	
Where work is subject to environmental control, e.g. temperature, noise control, working hours, traffic conditions etc these should be stated.	
Hold points should be identified i.e. the stages at which checks are necessary before continuing. The authority for release of the hold point shall be identified.	
2. These procedures invoked by method statements will typically	2. Identify the relevant construction procedures in the <i>Contractor's</i> own
include, from the quality controls required by the Contractor's construction quality control:	Quality Management System (and provide copies on request).
- Control, identification and trace ability of materials.	
- Procedure for the prevention of inadvertent	

use, installation or covering up of non- conforming work.
<ul> <li>Other corporate and/or contract-specific work instructions to be applied.</li> </ul>

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GUIDANCE NOTES	CONTRACTOR'S CONSTRUCTION QUALITY CONTROL
Numbers cross refer	This section of the Quality Plan shall include:
1. These statements will normally be expected to include:	1. Statement of the <i>Contractor's</i> organisation for quality control.
(i) the responsibility for the initiation and updating of the Quality	The quality plan shall identify procedures (which may be a part of the
Plan.  (ii) responsibility of the 'Management Representative for quality' for monitoring compliance with it.	Contractor's general procedures) that cover the topics listed below. Copies of these procedures shall be made available to the Service Manager on request.
(iii) responsibility for the adequacy of the	Arrangements for 'receiving' and in- process' testing.
quality records produced.	3. Control of test laboratories.
	4. Control of test, measuring and inspection equipment.
5. These controls should include their identification, traceability requirements, control of document issues and their status.	5. Document control.
They should also include the control of documents recording the verification review, approval, release and amendment of the works.	
6. These should also identify 'hold points'.	6. Procedure for monitoring and recording the inspection, test and approval status of the constructed/installed work.
7. These procedures should identify the form	7. Procedures for tests and inspections for

and/or database	the purpose of the
to be used for recording the inspection and test results, and the form to be used for recording the certification of compliance of	Contractor certifying that prior to covering up, each part of the Works is complete and conforms to the Contract.
all items of the Works by authorised key personnel. Each submission should be separately identified.	
8. These procedures should include options for identification of non-conforming work and proposals for reworking and remedial work.	8. Procedure for the review of work submitted for review but not accepted as conforming to the Contract.
9. Reference should be made to those records listed in the SHW	Procedure for the collation of quality records as identified in
Appendix H.	BS EN ISO 9002, and provision of copies when requested by the <i>Service Manager</i> .

GUIDANCE NOTES	SUPPLIERS QUALITY PLANS
Numbers cross refer	The Quality Plan shall include:
	Definition of the product or service to be provided.
illustrating the organisation structure.	2. The organisation of the supplier describing the line of command and stating the name of the senior manager responsible for the contracted Work and the name of the Supplier on-site management representative. Contact addresses, telephone numbers etc shall be provided.
3. It is important for the Service Manager to be aware of the Suppliers quality control procedures, in order to decide on his own level of inspection and testing.	3.* Identification of the relevant parts of the Suppliers quality system relevant to the product or service being provided. (Copies to be provided to the <i>Service Manager</i> on request).
4. The Suppliers shall provide evidence that the training and experience requirements given in the appropriate Quality Assessment Schedule are being met. CV's may be appropriate.	4. The control of personnel selection (at works and on site), including special requirements for skilled personnel e.g. certification of welders, training of operatives, experience requirements etc.
	Specific procedures for the following:
	5.* Receipt and examination of certificates

	of conformity and tests results for purchased products.
6. Each piece or bundle of delivered product shall be indelibly marked and where appropriate, the lot identification shall be included on each package.	6.* Product identification and trace ability.
7. Instructions for repair of damaged products may be needed.	7.* Handling, storage, packaging and delivery to Site and storage and handling on Site.
8. These shall include documents to demonstrate the achievement of the requirement standard e.g. site logs, records of visits, records of verification, review and release, certificates of conformity and records of all design modifications to products and specifications.	8. Quality records.
	Items marked * Where available and appropriate, copies of the Supplier's quality system/general procedures may be acceptable.

In addition to the above requirements, the *Contractor's* Quality Plan shall include the following:-

- (i) Management statement of Quality policy.
- (ii) The organisational arrangements, allocation of responsibilities and authority of personnel <u>during the different phases of the work</u>.
- (iii) A description of the extent of supervision to be provided on a day-to-day basis.
- (iv) Reference to any specific quality management system procedures and instructions.
- (v) The name of the person with specific responsibilities for ensuring that any quality assurance arrangements are implemented.
- (vi) A test and inspection plan given in the *Contractor's* Construction Quality Control section, including definitions of responsibility for sampling, inspections and testing.

# **Appendix 1/70 Disposal of Materials**

All unacceptable and surplus materials (other than those classified as Class U2 materials as defined in Clause 601.3 of the Specification) to be removed from the site shall be recycled where practicable by the *Contractor* (See Appendix 2/3). All other materials shall be classified as controlled waste and will be required to dispose of such materials in accordance with the Environmental Protection Act 1990. the Duty of Care imposed by the Act shall apply to the *Contractor* as producer of the waste. This shall also apply to any sub-*Contractor* employed by the *Contractor*.

All waste material haulage must be undertaken by a carrier registered to transport Controlled Waste and each load must be accompanied by a transfer note.

All waste must be disposed of at an approved or licensed site capable of taking the waste in question. the *Contractor* should contact the Waste Regulation Authority and The Environment Agency's Tactical Planning and Information on 01925 840000, to check the availability and location of appropriate waste disposal facilities or to seek approval to any alternative proposals for the disposal of waste materials.

The burning of any materials on site or in depots will not be permitted.

# Appendix 2/3: Retention Of Material Arising From Site Clearance

- The following materials shall be carefully dismantelled: brickwork, blockwork or stonework to structures. The *Contractor* shall sort through the carefully dismantelled materials to identify in conjunction with the *Service Manager* which individual bricks, blocks or stones are re-useable and which are not. All materials which are to be re-used shall be cleaned of mortar and other debris and stored in a safe place until they are to be re-used.
- 2 The use of mechanical equipment such as angle grinders and circular saws, for the purpose of taking up or down brickwork, blockwork or stonework in historic structures shall not be permitted.

# **Appendix 4/1 : Road Restraint Systems (Vehicle And Pedestrian)**

#### 1 Location:

#### 1.1 Pedestrian Restraint Systems

(i) The location for pedestrian parapets and pedestrian guardrails will be detailed in a Task Order issued by the *Service Manager*.

#### 2 Other Details:

#### **Pedestrian Restraint Systems**

- 2.1 Repair and renewal of existing pedestrian restraint systems shall comply with Clause 470AR of the Specification.
- 2.2 Corrosion protection required for new pedestrian restraint systems components being installed to repair or renew components in existing pedestrian restraint systems shall comply with Table 19/2B Type 4 and Series 1900 of the Specification.
- 2.3 Maintenance to the corrosion protection system of existing pedestrian restraint systems will be detailed in a Task Order issued by the *Service Manager* and shall comply Table 50/2 Type III and Series 5000 of the Specification.
- 2.4 Requirements for new pedestrain restraint systems will be detailed in a Task Order issued by the *Service Manager*.
- 2.5 Any additional corrosion protection system for new pedestrian restraint systems will be detailed in a Task Order issued by the *Service Manager* and shall comply with Series 1900 of the Specification.

#### 3 Testing

#### **Destructive Testing**

3.1 Destructive testing of any safety barrier components will be detailed in a Task Order issued by the *Service Manager* and shall comply with Series 400 of the Specification.

#### **Site Testing on Post Foundations**

3.2 Requirements for site load tests on safety barriers, terminals, transitions and crash cushion post foundations will be detailed in a Task Order issued by the *Service Manager* and shall comply with Series 400 of the Specification. Test equipment will be supplied by the *Contractor*.

# 4 Temporary Safety Barriers

- (i) The *Contractor* shall provide temporary safety barriers at the location detailed in a Task Order issued by the *Service Manager* and shall remove the barriers off the Network or to another location as directed by the *Service Manager* on completion of the Task.
- (ii) The Containment Level, Impact Severity Level, Working Width Class to be provided will be detailed in a Task Order issued by the *Service Manager*.

# Appendix 5/1 : Drainage Requirements

Note: Task Orders shall specify details such as position, orientation, diameter, chamber size, levels and the like.

- 1 Connections to existing Drains Chambers and Channels refer to Task Order for details.
- All drains and service ducts no longer required are to be removed and the void replaced with general fill material in accordance with SHW CI 506(3).
- 3 Chamber construction will be detailed in a Task Order issued by the *Service Manager*.
- 4 All chamber covers will be detailed in a Task Order issued by the Service Manager.

# Appendix 6/2 : Requirements For Dealing With Class U1B and U2 Unacceptable Material

- 1 Disposal of Surplus Material
- 1.1 Bituminous surfacing materials are classified as unacceptable material Class U1B.
- 1.2 Surplus acceptable and unacceptable material is to be disposed of in tips off site. Such tipping sites and sites for disposal of topsoil provided by the *Contractor* will require both planning permission and a site licence.

# Appendix 7/2: Excavation, Trimming and Reinstatement of Existing Surfaces

Excavation, trimming and reinstatement of existing surfaces shall be carried out in accordance with Clause 706 of the Specification and with the special requirements of this Appendix.

Carriageway and Footway reinstatement types are included in the schedule of rates for the reinstatement of carriageway or footway following the installation, repair or adjustment of kerbing, ironwork, drainage, street lighting columns, road signs and ducts.

Joints for reinstatements in carriageway that require binder and surface course shall be stepped so that the surface course joint is 100mm outside the binder course joint. For measurement purposes the area of each reinstatement shall be the area of new surface course. Joints shall be treated in accordance with Clause 903.22 i) or ii) only.

#### **Trenches and Pits**

Excavation and reinstatement of trenches and pits in existing carriageways for proposed drainage and ducting is given when necessary for each Task Order.

Reinstatement of trenches in Paved Areas, Footpaths and Access Tracks shall be in accordance with the details given when necessary for each Task Order.

The reinstatement type will be selected from one of the Types below.

#### Tie-ins

Locations of existing carriageways which require trimming, regulated and reinstated to match levels where new and existing pavements abut are given when necessary for each Task Order.

#### Carriageway Reinstatement types are as follows:

- Type 1: The replacement of existing carriageway materials to a depth of 50mm with surface course type HRA 35/14F Surf 40/60 des with 60 PSV precoated chippings. (SURF 3)
- Type 2: The replacement of existing carriageway materials to a depth of 50mm with surface course type HRA 55/14F Surf 40/60 des PSV60. (SURF 1)
- Type 3: The replacement of existing carriageway materials to a depth of 30mm with surface course type AC 10 Close Surf 100/150 PSV60. (SURF 4)
- Type 4: Not Used.
- Type 5: The replacement of existing carriageway materials to a depth of 110mm with 50mm thick surface course type HRA 35/14F Surf 40/60 des with 60 PSV pre-coated chippings (SURF 3), and 60mm thick binder course type HRA 60/20 bin 40/60. (BIN 3)
- Type 6: The replacement of existing carriageway materials to a depth of 110mm with 50mm thick surface course type HRA 55/14F Surf 40/60 Des PSV60,(SURF 1) and 60mm thick binder course type HRA 60/20 bin 40/60.(BIN 3)
- Type 7: The replacement of existing carriageway materials to a depth of 90mm with 30mm thick surface course type AC 10 Close Surf 100/150 PSV60 (SURF 4) and 60mm thick binder course type AC 20 Dense Bin 100/150.(BIN 1)
- Type 8: Not Used

Type 9: Extra over Types 5,6 & 7 for the replacement of existing base to a depth of 240mm with AC 32 dense base 40/60.

#### Footway Reinstatement types are as follows

Type 10: The replacement of existing footway materials to a depth of 20mm with surface course type AC 6 Dense Surf 100/150.

Type 11: The replacement of existing footway materials to a depth of 70mm with 20mm thick surface course type AC 6 Dense Surf 100/150 and 50mm thick binder course type AC 20 Dense Bin 100/150.

# Appendix 7/11: Overband and Inlaid Crack Sealing Systems

# **Material Description**

The overband and inlay crack repair system shall be a polymer modified bituminous compound containing fibre reinforcement and adhesion agents and shall be Grade H classification (Cl 711.4)

2 The Physical Properties shall be:

i)	Physical Form	Black Plastic Solid
ii)	Density @ 25℃	1.80 ± 0.05
iii)	Flash Point CoC °C	> 250 °C
iv)	Minimum Application Temperature	+ 5℃
v)	Product Pouring Temperature	170 ± 10℃
vi)	maximum Safe Heating Temperature	200℃
vii)	Penetration Value BS2499:1993	10-30 dmm
viii)	Flow Resistance BS2499:1993	< 5mm
ix)	Softening Point BS2499:1993	100 ± 15℃

- 3 For inlaid crack repairs the crack shall be milled out to 20mm depth. The width is determined by the defective area.
- The cracks/joints together with an adjacent 300mm strip either side shall be cleaned free from loose material and dried by hot compressed air blasting.
- The PSV of the chippings to be applied to the overband and inlay crack repair shall be 60 if the repair is to be trafficked.

#### Appendix 12/3: Traffic Signs: Road Markings and Studs

#### **Road Marking Performance Requirements**

#### General

The location and types of carriageway marking will be specified in the Task Order.

- 1. All white road markings shall be reflective thermoplastic screed material with solid Glass beads incorporated into the mixture, complying with BS EN 1436, 1423, 1424, 1790, 1824 & 1871.
- 2. All yellow road markings shall be non-reflective thermoplastic screed material complying with BS EN 1436.
- 3. Unless otherwise directed by the *Service Manager* all markings shall conform to the requirements of the Traffic Signs Regulations and General Directions 2002 and any subsequent amendments thereof.
- **4.** All screed thermoplastic, extruded thermoplastic and solid glass bead materials shall have a currently valid Product Certificate issued under the KITEMARK SCHEME.
- 5. Where a marking, but especially one which has a mandatory significance, is laid on top of an existing marking, the *Contractor* shall be responsible to the *Service Manager* for ensuring that the resulting combined marking complies with the current Traffic Signs Regulations and General Directions, as amended.
- 6. If any yellow edge of carriageway markings (diagram 1017, 1018.1, 1019, 1020.1, 1025.1, 1025.3 and 1027.1 are removed by the *Contractor*. The Tenderer shall include in his rates for providing No waiting cones positioning them at 20m intervals and removing them once the road markings have been re-laid.
- 7. Appropriate Warning signs (to TSRGD 2002, Diagram 7012), indicating an absence of road markings shall be provided immediately when any road markings have been removed and shall remain in place until all the road markings have been reinstated.

#### **Preparation of Road Surfaces**

- **8.** The Task Order will specify preparation requirements.
- **9.** The *Contractor* shall protect newly laid markings from being trafficked by vehicles or pedestrians until it has cooled sufficiently to prevent damage to the marking or injury to the public.

#### **Setting Out**

**10.** Except for alterations to the existing line systems, the *Contractor* shall be responsible for the correct setting out of all lines, words, arrows, stripes and symbols.

#### **Reinstatement of Road Markings**

- **11.** Road markings will be reinstated according to the following guidelines:
- **12.** Stop Junctions, Give way Junctions, mini roundabout markings, Double white lines and their associated warning arrows within 48 hours.
- **13.** All other markings should be laid within 7 days (for Maintenance purposes) or before the site re-opens to vehicular traffic.

#### **Daily Record of Work**

**14.** The *Contractor* shall submit to the *Service Manager* within 7 days a daily record of work carried out.

#### **Colour Stability**

**15.** The yellow Index shall be less than 15 when measured in accordance with BS EN 1871.

#### **Testing**

- **16.** Testing may be carried out any point during the 24-month performance term, as required by the *Service Manager*. Ideally tests should be carried out initially and towards the latter end of the performance term (e.g. 20 months)
- **17.** The locations for testing and the approved method of testing of retro-reflectance will be selected by the *Service Manager*.
- **18.** Testing of skid resistance to determine the SRV value shall be by means of a portable pendulum tester, or other method accepted by the *Service Manager*.

#### **Arrangements for Sampling**

19. The Service Manager may visit any site during the works and take representative samples for the purpose of checking material compliance with the initial Performance Standards. A certificate of sampling shall be completed on site for every sample taken.

#### Measurement

- **20.** New screed thermoplastic road markings will be on surfaces of different texture depths and payment will be made for the three classes as follows:
  - (i) First applications on sections of road which have been surface dressed during the current year with 10mm nominal size chippings or 14mm chippings "raked in" with 6mm chippings
  - (ii) First applications on sections of road which have been surfaced dressed during the current year with 14mm nominal (single size) chippings
  - (iii) All other surfaces.

#### **Quality Assurance Scheme Materials**

**21.** A copy of the manufacturers current Road Trial Reports to BSEN 1824 shall be submitted with the Tender.

#### **ROAD STUDS**

#### General

- Road studs should be of a compatible type to the existing road studs, in the immediate vicinity of the works, unless the Service Manager accepts the use of different studs.
- **2.** Road studs shall be stainless steel unless specified by the *Service Manager*.

#### **Inset Road Studs**

- **3.** All inset studs shall be cut by mechanical milling or other method accepted by the *Service Manager*.
- 4. Inset studs to be removed shall be lifted by cutting around the perimeter of the stud. Levering out of position will not be permitted. The carriageway cavity shall be immediately made good with 6mm medium graded wearing course or 10mm close graded bitumen macadam as directed, fully compacted and finished level with the adjoining surface.

# **Appendix 12/5: Traffic Signs: Traffic Signals**

#### 1 General

- a) For location of traffic signal equipment, refer to Volume 3 Inventories and Network Data.
- b) The use of the term Traffic Signal Equipment within this Contract Documentation refers to all types of equipment covered by the Contract
- c) The use of the term Traffic Signal Installation refers to either a signalised junction or a pedestrian crossing in it entirety.
- d) Zebra Crossing are excluded from this Contract.
- e) For details of traffic signal equipment type, construction, materials, mounting and other arrangements refer to individual Traffic Signal Inventory Schedule
- f) Each pole or aspect head of a signalised junction or pedestrian crossing shall bear an identification number or letter fixed at a height of 2.5 metres above adjacent ground level.
- g) The identification number or letter shall be a white self-adhesive label measuring a minimum of 50mm minimum and bearing a black character with a minimum height of 40mm
- h) Each pole shall be numbered sequentially starting with the number 1 on the pole nearest the controller and work clockwise around the site. The number is to be located on the side of the pole nearest the carriageway.
- i) Each signal aspect shall bear a letter starting at "A" on pole 1. The letter is to be sited on the reverse of the backing board so that it is clearly visible by a person standing on the footpath adjacent to the signal pole.
- j) All traffic signal equipment shall have a black painted finish to poles and cabinets.

#### 4 Posts for Permanent Traffic Signal Equipment

- a) All steel posts shall be hot dipped galvanized in accordance with BS EN 1461.
- b) All steel posts shall be mounted in an appropriate socket for ease of replacement. Stub posts shall have a welded cap at the top of the post.
- c) All traffic signal equipment falling outside of the scope of traffic signal installations shall be provided with one large base post, mounted in an appropriate socket to house the requisite electrical equipment.
- d) Where traffic signal installations are deemed to require passively safe signal poles shall equipment, then poles shall be of a passively safe aluminium design.
- e) Where passively safe signal poles are specified they shall incorporate a low level reinforced door and will include for a suitable means of automatic electrical disconnection system inside the base compartment.
- f) Large based traffic sign posts shall be installed with the door openings as detailed below, unless otherwise specified by the *Service Manager*.-

POST POSITION	DOOR POSITION
Back of footpath	Facing away from oncoming traffic if door opening not obstructed
	If obstructed, angled outwards away from obstruction
Near kerb edge	Facing away from oncoming traffic
Centre of central reserve	Facing oncoming traffic in a consistent direction
Near edge of central reserve	Facing away from oncoming traffic or facing distant side of reserve
Roundabouts	Facing inwards, away from traffic

- g) The large base post housing will be circular in section. If circular, it shall have an integral diameter of not less than 165mm. The depth measured from the face of the switchboard to the front shall not be less than 100mm. The housing shall have an aperture of not less than 300mm x 130mm and be fitted with a weather proof metal door having a captive vandal-resistant lock with key located at the top of the door.
- h) A panel of hardwood not less than 12mm thick shall be securely fixed to the back of the compartment on which the electrical equipment shall be mounted. A shield shall be provided above the panel to prevent internal surface scale and rust falling onto the electrical gear.
- i) The cable entry slot which shall be positioned directly below the door opening shall have minimum dimensions of 150 mm x 50m with the lower edge of the slot 450 mm below ground level. A suitable ducting shall be provided through the concrete foundation.
- j) Where the *Service Manager* specifies equipment to be mounted to Distribution Network Organisation (DNO) Poles he may specify that the service shall terminate in a separate service box, which may be attached using purpose made brackets or clips. This separate service box shall be constructed on uPVC mounted at a height directed by the *Service Manager*. All external screws and hinges shall be of stainless steel. Service boxes shall:
  - i. have a minimum clearance of 2.5 metres between the lower edge of the box and the finished ground level.
  - ii. be fitted with treated marine plywood or sustainable-sourced hardwood baseboard(s) sufficiently large enough to accommodate a double pole isolator and service cables etc.
  - iii. be fitted with a stainless steel or brass earth terminal shall be provided on the service box, size M8 x 30 mm long, complete with two hexagon nuts and two plain washers. This shall be welded or brazed to the inside wall of the base compartment and shall be fitted with a distinctly and durably marked metal label marked SAFETY ELECTRICAL CONNECTION DO NOT REMOVE.
  - iv. have a waterproof door fitted with tamperproof and corrosion resistant

lock of similar patterns.

- k) The door locks must be properly greased.
- Keys for housing and service box doors shall be supplied on the basis of one key for each housing.

#### 5 Post Doors

- a) Posts shall be provided with weatherproof single doors which shall be free from irregularities and burrs. Each door shall be fitted with a stainless steel tamper proof locking device as indicated in HCD Drawing Number K1.
- b) Posts mounted on structures or in situations where there is a risk that a detached door could cause an accident if it fell on to the area below shall have their doors held captive by a brass or stainless steel chain which shall be sufficiently robust to support the door in severe gale conditions.
- c) Posts mounted on structures behind parapets shall have the bottom of the door opening 1.10 m above the top of the parapet plinth.
- d) Except for doors which are required to be captive, all doors shall be interchangeable between similar types of posts without adjustment.
- e) The number of door keys to be supplied shall be 10% of the number of posts erected subject to a minimum of six keys.
- f) Each post door shall be fitted with an 8 mm (minimum) diameter brass earth terminal complete with two plain brass washers and two brass nuts.

# 6 Passive Safety of Support Structures

a) Where specified by the *Service Manager* all passive support structures shall conform to European Standard EN 12767 and BS EN 12899-1-2007

#### 7 Location and Erection

- a) Signal equipment locations are shown approximately on the drawings. Exact locations must be agreed on site with the *Service Manager*.
- b) Base housing posts and service boxes must have a minimum clearance of 125mm between the lower edge of the door and the finished ground level.
- c) Where an item of traffic signal equipment is electrically illuminated a PVC sleeve shall be provided in the concrete foundation for the supply cable.
- d) The positioning of the sign face relative to the posts, columns or walls shall be as described by the *Service Manager*.

#### 8 Equipment Schedules

- a) The Tenderer shall, at the time of tendering give details, in the table provided in Appendix 14/71, of the equipment he proposes to supply under the terms of the Contract, together with details of the manufacturers' guarantee.
- b) Prior to the start of the contract and prior to the purchase of any materials, the *Contractor* shall submit written details supplied by the manufacturers of these guarantees.
- c) The *Contractor* shall provide facilities for the *Service Manager* to inspect samples of the equipment offered as and when requested.

# Appendix 12/91: Cleaning Solutions

- 1 Cleaning solutions shall be non-toxic and shall cause no harmful effects to personnel, the materials to be cleaned or the environment. The *Contractor* shall advise the *Service Manager* of the type of detergent proposed to be used.
- 2 The solution shall be effective against greasy surface deposits, be fast acting and be suitable for use in cold water in both hard and soft water areas.
- The solution shall not give rise to smearing and it should not be necessary to carry out rinsing after cleaning.
- The solution shall not cause persistent foaming in use and shall not promote the formation of static charges on the equipment.

# Appendix 12/92 : Detection Equipment

**1** Where kerbside detectors are specified by the *Service Manager* they shall be "Bluetooth" enabled.

# Appendix 13/70: Routine Structural Inspections

#### 1. Introduction

- a) The Council has a procedure which is intended to give a consistent and economical approach to determining the structural condition of lighting poles, i.e. street lighting columns, traffic sign posts and traffic signal poles.
- b) Although not generally perceived as a high risk area, the potential for incidents leading to claims against the Council is real. Risk assessments show the potential for poles and bracket arms collapsing as a high risk factor,
- c) The inspection and testing of poles will enable a comprehensive reporting schedule to be constructed upon which maintenance regimes and decisions can be based.

#### 2 Structural Condition Levels

a) During cyclic maintenance visits, the *Contractor* is required to report on the structural condition of poles. This involves scoring the pole on a scale factor of 1 – 4 (see table below). The *Contractor* will not have any responsibility for maintenance decisions, but will just identify that, in his experience, a particular detail is worse than others. Installations causing concern will be inspected by the Client and the results used to compile future structural programmes.

Structural Condition Level	Description
Level 1	Pole in reasonable condition
Level 2	Minor deterioration requiring remedial measures, e.g. painting of steel
	Condition unlikely to give rise to replacement within next 5 years or so
Level 3	Increasing level of deterioration, but not likely to affect safety of unit
	May require repair or replacement within next 5 years or so
Level 4	Major local deterioration
	Stability of bracket or pole in question
	Pole might require urgent repair or removal

Note: - The description of the condition level and the visual signs which should be used to identify the level are not exhaustive and a judgment based on experience is required, using the information given below as a guide and comparator.

- b) The condition levels refer to lighting columns, but in the case of traffic signal poles and feeder pillars, an equivalent condition level should be recorded. When looking for visual signs of deterioration, special attention should be paid to metalwork at ground level and concrete around doors and at bracket arms, as these are the areas where structural deterioration tends to be worse.
- c) Poles removed from service should be routinely inspected by the *Contractor* for defects. Any category 3 or 4 condition levels should be reported to the

Client, particularly any holes at or below ground level. This procedure should apply to poles removed from service due to accident damage, repositioning, temporary removal, etc.

#### 3. Routine Structural Inspections of Poles

- a) The routine structural inspection shall be carried out in accordance with contract Clauses 1470AR and 1471AR. The pole elements listed below shall be carefully inspected and a judgment made as to the overall structural condition.
- b) Where corrosion at ground level is suspected, the examination shall include a hammer test, using a 2lb hammer and spiked implement accepted by the *Service Manager*, to determine the condition of the circumference of the column at ground level. (Any alternative method of examination proposed by the *Contractor* must be accepted by the *Service Manager*.)
- c) The person inspecting the pole should record the information electronically against the inventory record for the particular pole.
- d) The following tables give inspection criteria and guidance for selecting a category:-

#### 3(a) Elements of Inspection for Steel Poles

Pole Element	Inspection Criteria	Potential Defects	Defect Category or Action
BRACKET JOINT	Visual	Rust staining	2
	Inspection and Test	Weld cracking 4  Deformation of bracket 3  Correct torque adjustment of pinching	4
			Test
SHOULDER AND SHAFT STEPS	Visual Inspection	Rust staining	2
Shoulder	mapeelion	Rust Scaling	3
inspections can be carried out internally through the door opening with the aid of a torch		Weld cracking	4
		Abnormal paint damage at weld	3
DOOR LOCK and HINGE	Visual Inspection and Maintenance	Lubrication of lock and hinge. Replace lock if damaged	Maintenanc e
		Deformation of hinge components	2

DOOR APERTURE	Visual	Cracking at corners or radii	4
Often the weakest part of the pole	Inspection	Deformation of edges due to Misfitting door or external impact	2
		Cracking of edge reinforcement	3
		Rust staining of edge reinforcement	2
		Damaged door	Maintenanc e
BASE COMPARTMENT	Visual Inspection and Maintenance	Remove debris	Maintenanc e
	Maintenance	Backboard loose	Maintenanc e
		Rust staining	2
		Rust scaling	3
		Heavy, flaking rust scaling	4
GROUND SECTION AND ROOT	Visual Inspection and Selective Test	Rust staining	2
		More specific areas of localised rusting with tendency to flake off	3
		Parent metal still sound	
		Hammer test at ground level	Selective Test
		Layers of rust with parent metal thin or punctured with holes.	4
		Rust staining	2
		Cracking of bolts	4
		Deformation or distortion of bolts	3
		Defective anti-corrosion protection	1
FOUNDATION	Visual Inspection	Rust staining (not evident on pole)	2
		Deformation or decay	4

PROTECTIVE SYSTEM	Visual Inspection	Overall condition of protective coating	1 or 2	
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# Appendix 13/91: Cleaning Solutions

(a) Cleaning solutions shall be as detailed in Appendix 12/91

# Appendix 14/1 : site records

- 1. The *Contractor* shall, on the completion of any work, show on a set of drawings and/or data recorder, as appropriate, site records including details of signal poles, signal aspects, detectors, communications equipment and the like together with cables and joints, together with details of private cable networks and any other items installed as part of their works shall be present these records to the *Service Manager* within 5 working days of Task completion.
- **2.** The *Contractor* shall incorporate into the site records and Health and Safety File, the operating and maintenance manuals for installed materials.
- **3.** Cable records shall be determined from kerb lines or edge of carriageway so far as is practical.
- **4.** The *Contractor* shall also supply Electrical Test and Inspection Certificates in hard copy and electronic form within 5 working days of Task completion.

# Appendix 14/2: Location of Traffic Signal Equipment and Feeder Pillars

- 1. The locations of traffic signal equipment and feeder pillars shall be as indicated on the drawings and will be set out by the *Service Manager* in attendance with the *Contractor's* Manager.
- 2. All information possessed by the *Service Manager*, relating to existing installations, will be made available to the *Contractor* without any guarantee as to its accuracy or completeness.

# Appendix 14/4: Electrical Equipment for Traffic Signal Equipment

#### 1. General

- a) The positioning of components within the base compartment of columns shall be as directed by the *Service Manager*.
- b) The *Contractor* shall provide technical data for materials as and when requested by the *Service Manager*.
- c) All metallic fixings, clips, screws, nuts and bolts shall be manufactured from stainless steel, with the exception of hinges which form an integral part of the aspect heads which may then be moulded in the same material.
- d) Replacement parts for routine maintenance repairs shall be like-for-like, maintaining aesthetics, ensuring compatibility and ease of fitting and delivering the required operating characteristics.

# 2. Traffic Signal Aspects

a) The Tenderer's attention is drawn to Clause 1482AR.

#### 3. Lamps

a) The Tenderer's attention is drawn to Clause 1488AR.

#### 4. Photo-Electric Control Units (PECUs)

- a) Photo-electric control units shall comply with the requirements of BS.5972 and shall be certified to all current emission, immunity and vibration requirements.
- b) Units shall be solid state incorporating technology to control and reduce high inrush currents by switching when the cycle is at zero.
- c) The photo-electric sensor shall be a filtered silicon photodiode with zero sensor shifts over a ten year period. Switch-on shall be at 35 Lux and switch-off at 18 Lux, except in situations where adjacent light sources might cause the lamp to cycle, in which case positive ratio units should be used as specified by the Service Manager.
- d) The power consumption shall be no more than 0.25W and uniform operation shall be achieved through a temperature range of -20°C to +80°C
- e) Load handling shall be a minimum of 3 x 400 W High Pressure Sodium lamps and there shall be a means of protecting against mains borne surges or spikes.
- Standard PECUs shall be fitted with lugs suitable for insertion into a standard NEMA socket
- g) The units shall be guaranteed by the manufacturer/supplier for 8 years on a onefor-one replacement basis from the date of installation.

#### 5. Termination Units

- a) All traffic signal equipment installations shall have an isolator/cut-out provided in an appropriate housing or cabinet which shall be specifically designed for the electrical distribution & control of street lighting equipment.
- b) The isolator/cut-out shall be suitable for use on single phase (230V~ 50Hz) electrical systems and provide double pole disconnection.
- c) All isolator/cut-outs and associated functional equipment must comply with the relevant British Standards as stated in BS7671.

- d) The construction of the isolator/cut-out shall fully ensure :-
  - (i) Operative safety on isolation under load conditions and during testing.
  - (ii) Lead/lag isolation of the neutral pole.
  - (iii) That fuse links can only be removed when the live conductors are isolated.
- e) A clear indication shall be provided of the switched state of the isolator/cut-out and locking facilities shall be provided in the OFF position only.
- f) The design of isolator/cut-out shall ensure any exposed metal components are connected to the main earth terminal.
- g) The isolator/cut-out shall provide suitable earth arrangements for both combined neutral and earth supply cables and separate neutral and earth supply cables.
- h) The IP rating of isolator/cut the must comply with the requirements BSEN 60529 (1992). The minimum acceptable IP rating shall be IP3.1.
- Cable connections shall ensure the integrity of the IP rating is maintained, with outgoing cable points designed to ensure moisture will drip away from the isolator/cut-out.
- j) The supplier must be registered to ISO9001: 2000 QA Management System. The scope of their Certificate must clearly state they are capable of supplying such equipment.
- k) All isolator/cut-outs and their associated functional equipment must be CE marked in line with the requirements of the Low Voltage Directive (73/23/EEC) as amended 93/68/EEC.
- The supplier must ensure all isolator/cut-outs are batch labelled and fully traceable
- m) Gland plates shall be available to suit various supply cable sizes and configurations.
- n) Extension boxes shall be available to assist cable connection.
- o) Standard isolator/cut-outs shall :-
  - (i) Be rated at 25 amps.
  - (ii) Incorporate terminals of sufficient size to terminate 2 x 16 sq. mm conductors.
  - (iii) Incorporate a gland plate capable of terminating up to 3 cables each of 10 sq. mm.
- p) Compact isolator/cut-outs shall :-
  - (i) Be rated at 16 amps.
  - (ii) Incorporate terminals of sufficient size to terminate 2 x 10 sq. mm conductors.
  - (iii) Incorporate a gland plate capable of terminating up to 2 cables each of 6 sq. mm.
- q) Earth blocks, where required, shall be made of brass and shall be fixed to the backboard using two brass screws. The block shall incorporate 6 ways of which 2 ways shall be suitable for terminating 16 sq mm copper conductors and the remaining 4 ways, 6 sq mm conductors.

#### 6. Fuse Links

Fuse links must be manufactured to and comply with BS EN 60269-1 / BS 88-1:2007 and shall be rated in accordance with the following table:-

#### 7. Feeder Pillars

- a) Feeder pillars shall be manufactured from galvanised mild steel and shall be fitted with a door with standard triangular locks.
- b) Four keys shall be supplied to the *Service Manager* with each pillar.

Туре	Height Above Groun d (mm)	Backboard Dimension s (mm)	Depth (Intern al) (mm)	Door Type	Lock
Feeder Pillar	700- 750	150 x 550	150	Removab le	Triangular Key

- c) A label with 50mm high black lettering on a white background shall be fixed to the front of the feeder pillar door to identify the feeder pillar number.
- d) A diagram identifying the circuits shall be fixed to the inside of each feeder pillar. This diagram shall be protected by a clear weatherproof cover. The diagram shall show in schematic form the following information:-
  - (i) The electricity supply source for the pillar.
  - (ii) Identification of each outgoing circuit including the circuit reference, protective device size, cable type/size and the lighting units connected.
  - (iii) Locations of all cable joints.
- e) The diagram shall have 3.5mm high white lettering on a white background.
- f) The warning sign fixed to the front of each pillar shall be manufactured from 3 mm rigid, vandal resistant plastic and shall be fixed using four stainless steel screws. Lettering shall be 20mm red on a white background.
- g) Feeder pillars shall be provided with a brass earth stud which shall be bonded to the main earth terminal. The cross sectional area of the main earth conductor shall comply with the table in the 'Earth' section of this Appendix.
- h) Feeder pillars shall have a hard standing on the door side of 1000 mm x 650 mm approximately and any joins shall be sealed to stop weed growth.

#### 8 Earthing

a) The main earth conductor shall be of copper and be in accordance with the following Table:-

CROSS SECTIONAL AREA of Phase Conductor (S)	Min. CROSS SECTIONAL AREA of Corresponding Main Earthing Conductor (Sp)		
6 sq.mm	6 sq.mm		
10 sq.mm	10 sq.mm		
16 sq.mm	16 sq.mm		
25 sq.mm	16 sq.mm		
Larger sizes	consult Service Manager		

- b) Where the CROSS SECTIONAL AREA of the incoming phase conductor is greater than 25 sq mm, the *Service Manager* shall be consulted regarding the size of the main earth and bonding conductors.
- c) Metallic columns and posts shall be bonded separately to the main earth terminal block, with the exception of frames of concrete or other non-metallic columns/posts fed by a combined neutral and earth (CNE) service.
- d) Bonding conductors shall be 6 sq. mm stranded copper.
- e) Bonding conductors to doors, where specified, shall be pre-constructed from 10mm2 tri-rated flexible copper conductor's, with green-and-yellow bi-colour PVC insulation. Connected to each end will be a factory fitted tinned copper lug with a triple length barrel which will have a chamfered entry to allow insertion of both the conductor and insulation. The crimp connections shall meet the performance criteria suggested in BS. 7609 using a matching tool, die set and connector. The first and second barrels shall crimp the conductor, the third shall crimp the insulation, facilitating stress relief and allowing for increased movement of the conductor. The length of the conductor shall be 600mm between fixings. The spade of the lug shall accept an 8mm bolt and shall be angled at 90 degrees to the barrel.
- f) All earth connections shall be made between two plain brass washers and bare earth conductors shall be sleeved with green and yellow PVC sheathing.

#### 9. Trenching for Cable and Duct

- a) Cables shall be laid in a straight line between poles unless otherwise directed by the *Service Manager*.
- b) Cable trenches shall be left open for inspection after the cable has been laid and shall not be backfilled without the *Service Manager's* permission.

#### 10. Cable Duct

- a) Ducts for traffic signals cables shall be of thick walled polythene with a smooth bore, 100mm in diameter and orange in colour.
- b) Ducts for 240v service cables shall be of thick walled polythene with a smooth bore, 50mm in diameter and black in colour.

- c) Ducts shall be have printed "TRAFFIC SIGNALS" at intervals of not more than one metre in white 9 mm high lettering throughout their length.
- d) Ducts shall be laid on a bed and surround of sharp sand which shall be of a minimum of 100mm deep.
- e) Ducts shall be impervious to water, capable of being laid at temperatures down to minus 10 degrees C and sufficiently flexible to follow undulations in a trench bottom.
- f) Supplied in 3 to 6 metre lengths, each length being supplied with a welded collar.
- g) Cable duct laid under verges and footways shall have a minimum cover of 500mm and shall have a covering of acceptable material.
- h) Cable duct laid under driveways shall have a minimum cover of 500mm and shall be protected by a concrete surround of mix ST2 concrete.
- Cable duct laid under carriageways shall be 100mm in diameter having a minimum cover of 750mm and shall be protected by a concrete surround of mix ST2 concrete.
- j) At least 75mm minimum clearance shall be given between the cable duct and the sides of the trench and between ducts sharing the same trench.
- k) At least 150mm minimum clearance shall be given between cable ducts and service pipes belonging to other Statutory Undertakers.

#### 11. Ducted Cable

- a) The positioning and protection of cables shall be in accordance with the requirements of BS.7671, BS.7430, National Joint Utilities Group Publications and The Electricity Safety, Quality and Continuity Regulations 2002 (ESQCR).
- b) Protection shall be afforded by cables placed in ducts with yellow marker tape bearing the legend "TRAFFIC SIGNAL CABLES" in 50mm Black characters along its length at a maximum of 1000mm intervals along its length.
- c) Underground and ducted cable shall be flame retardant to IEC 60332.
- d) Mains service cables shall
  - be of 600/1000 volts grade XLPE / PVC / SWA / PVC (COPPER) to BS.5467, constructed with single core plain annealed copper conductor to IEC 60228, XLPE insulated to IEC 60502, PVC extruded bedded to IEC 60502, Steel wire armoured to IEC 60502 and PVC sheathed to IEC 60502.
  - ii. The conductors shall be stranded copper with circular or shaped profile depending on the cable size.
- e) Signal cabling shall be:
  - i. PVC/SWA/PVC, sheathed coloured orange and embossed with the letters "TRAFFIC SIGNALS" with a minimum conductor size 1.5mm². All core insulators are to be coloured and not numbered.
  - ii. Signals cabling shall be multi-core having a minimum of 8 cores. A capacity of at least 4 spare cores shall be available to each signal pole. Available duct space shall be fully utilised before using spare duct ways.
  - iii. Armoured cable earth clamps shall be terminated with purpose made glands. The use of Jubilee Clips and Ferules on Castellated bars is not acceptable

- iv. Armoured cable earth clamps shall be terminated with purpose made glands. The use of Jubilee Clips and Ferules on Castellated bars is not acceptable
- v. All cables shall be identified by the use of yellow "Pull Tight" tags. They shall be fixed around the inner sheath immediately above the SWA termination. The tag should be marked with an approved waterproof, indelible marker pen, denoting all the posts in the run or the detection served by that cable. The cables should be marked at their source and at termination.
- f) The *Contractor* shall provide marker tape along the length of cable and cable ducts. The depth of the tape shall be 250mm below ground level.
- g) The *Contractor* shall provide facilities for attendance of the *Service Manager* for inspection purposes.

#### 12. Cable Joints

- a) No cable shall be jointed underground unless specifically called for by the *Service Manager*.
- b) Joints shall be left open for inspection and filler shall not be poured without the *Service Manager's* permission.
- c) Cable connectors shall be, fully circumferential copper crimped, or screw type ferrules installed to the manufacturer's recommendations. All cable connectors shall be over-taped with a non-adhesive self-amalgamating tape.
- d) Armour continuity shall be provided as specified by the cable joint manufacturer. After completion, the armour continuity bands shall be over-taped with a non-adhesive self amalgamating tape, which shall overlap onto the abraded cable sheath.
- e) To ensure a good resin bond to the cable inside the joint, prior to fitting the mould, the remaining outer sheath of the cable shall be abraded and all contamination removed.
- f) The joint mould body shall be made of transparent material and assembly shall be of the tongue and groove type. For straight joints, the minimum diameter of the mould at its centre (the widest part) shall be:

Size of Cable	Min Diameter
2 core cables up to 16 mm2 and 4 core cables up to 10 mm2	49 mm
2 core cables up to 35 mm2 and 4 Core cables up to 25 mm2	54 mm

- g) To-prevent leakage of the joint filling compound and to prevent water penetration, each outer end of the mould shall be sealed to the outer cable with a non-adhesive self-amalgamating tape
- h) The joint filling compound shall not contain filler material other than that required to improve the characteristics of the compound and the mixing and pouring system shall be totally enclosed to prevent spillage.

### 13. Mains Service Cable Terminations

- a) Armoured cable terminations shall comprise a compact, BW, 20mm cable gland with separate locking ring, separate earth ring with integral earth stud complete with two nuts and washers.
- b) Cable glands shall be manufactured in brass and comply with BS EN 50262:1999 and relevant parts of BS.6121.
- c) PVC shrouds of the same colour as the XLPE over-sheath shall be fitted to all glands unless otherwise directed by the *Service Manager*.
- d) Multiple terminations shall be cross bonded.

# Appendix 14/70: List of Personnel, Plant and Equipment

The Tenderer shall submit details of personnel, plant and equipment resources to be made available at the start and maintained throughout the Contract period.

Personnel	Details / No of Staff	
Contract Manager's Name and Qualifications		
Assistant Contract Manager's Name and Qualifications		
Site Supervisors' Name(s) and Qualifications		
Other Supervisory Staff		
G39/1 Category 1 Staff		
G39/1 Category 2 Staff		
G39/1 Category 3 Staff		
G39/1 Category 4 Staff		
Administrative Staff		
All other staff – give details		
Total staff to be exclusively employed on the Contract		

Vehicles and Equipment	Type and year of manufacture	No of vehicles
Mobile platform for access up to 8m heights		
Signal Maintenance Vehicles		
Lorry with Crane		
All other vehicles – give details		
All other equipment – give detail <sup>2</sup>		

## **Appendix 14/71: Tenderer's Proposed Materials**

The Tenderer shall submit a list of the materials he proposes to purchase for use on the contract together with the chosen suppliers for approval by the *Service Manager*. No agreement shall be entered into with any supplier until approval has been given by the *Service Manager*. No change in the agreed list of suppliers and materials shall be made without the prior approval of the *Service Manager*.

A schedule, similar in the form of the table below, should be completed by the Tenderer for every material he proposes to supply.

Materials	Proposed by Tenderer		
Item	Manufacturer	Type / Model No. / Catalogue No.	Manufacturer's / Suppliers Guarantee to Employer
Traffic Signal Installations (poles, brackets, aspects, controllers and the like			
In-ground detection studs and repeaters			
CCTV Cameras			
PECU Standard One Part			
Compact Double Pole Isolator Cut- Outs			
Standard Double Pole Isolator Cut- Outs			
Feeder Pillar			

School Crossing Flashers		
Vehicle Activated Signs		
Cable Joints		
50 mm Cable Duct		
100 mm Cable Duct		
XLPE / PVC / SWA / PVC Cable		
Traffic Signal Cabling		



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS CONTRACT 2016**

**VOLUME 2** 

**APPENDIX A** 

**ADDITIONAL SERVICE INFORMATION** 

SHROPSHIRE COUNCIL

**CONTRACT SPECIFIC REQUIREMENTS** 

VOLUME 2

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

## 1. Complaints Procedure

- 1.1. The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the *Contractor* is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
  - i. is easy to access and understand;
  - ii. clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
  - iii. provides confidential record keeping to protect employees under this contract and the complainant;
  - iv. provides information to management so that services can be improved;
  - v. provides effective and suitable remedies; and
  - vi. is regularly monitored and audited and which takes account of complainant and Council feedback.

## 1.2. The Contactor shall ensure that:

- i. under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint;
- ii. someone who is independent of the matter complained of carries out the investigation;
- iii. the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations;
- iv. the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 1.3. The Contactor will make its complaints procedure available on request
- 1.4. The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 1.5. The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 1.6. Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 1.7. The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

## 2. Responsibility for Statutory Undertakers

- 2.1. The Contractor on behalf of the Employer
  - i. identifies those measures which need to be taken as a consequence of or in order to facilitate the *service* with any Statutory Undertaker;
  - ii. settles a specification for the measures which need to be taken and determines by whom those measures are to be taken with the Statutory Undertaker; and
  - iii. co-ordinates the taking of those measures and the execution of the *service* with the Statutory Undertaker

and the *Employer* as the *Contractor's* principal shall pay the Statutory Undertaker's allowable costs in respect of these measures.

#### 2.2. Plan

i. The Contractor allows in the Contractor's plan any notice period required by a Statutory Undertaker in relation to any matter which is the subject of Clause 1 of these Contract Specific Requirements and for all periods required in the taking of measures which are the subject of Clause 1

## 3. Special Requirements of Statutory Undertakers

## 3.1. The Contractor

- i. complies at his own cost with all Special Requirements of Statutory Bodies as set out in Appendix A
- ii. acknowledges and agrees that the *Employer* does not warrant and has not warranted the accuracy or completeness of any data or information which has been or will be provided to the *Contractor* by the *Employer* or the *Service Manager* relating to the location, size, nature or condition of services in, on, over or under the *Affected Property* or in the vicinity of the *Affected Property*
- iii. further acknowledges and agrees that he neither has nor will have any claim of any kind whatsoever against the *Employer* founded upon the accuracy or completeness of any such data or information.

## 4. Sustainability

4.1. *Contractor*s should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy (attached as Annex B)



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS CONTRACT 2016**

**VOLUME 2** 

**APPENDIX B** 

**ADDITIONAL SERVICE INFORMATION** 

SHROPSHIRE COUNCIL

**SPECIAL REQUIREMENTS** 

# **VOLUME 2**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by	

# APPENDIX A. - SPECIAL REQUIREMENTS

# SPECIAL REQUIREMENTS IN RELATION TO ELECTRICITY GENERATING AND DISTRIBUTION COMPANIES

- 1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them:-
  - (a) 'Company' means:-

Central Networks Tel: 0121 522 6177

Network Data Services

Toll End

**Tipton** 

West Midlands

DY4 0HH

or its successors and assigns.

- (b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said 'Company'.
- (c) 'Plant or Equipment' means any plant equipment gear machinery apparatus or appliance or any part thereof as defined in the Construction (General Provisions) Regulations 1961 and the Construction (Lifting Operations) Regulations 1961 owned leased or rented by the said 'Company' defined at 1(a) of this Special Requirement.
- (d) 'Electricity Cable(s)' means any cabling including but not limited to 'Overhead Electricity Lines' or 'Buried Electricity Cables' owned leased or rented for the purposes of electricity transmission and supply by the said 'Company' as defined at 1(a) of this Special Requirement.
- 2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall consult the Company Representative as early as possible and in any event not less than fourteen days before it is proposed to commence work to ascertain whether any Electricity Cable(s) or Plant or Equipment will be affected by the Works and to confirm details of any restrictions or requirements that the Company Representative may consider necessary for the safe carrying out of the works. The Company Representative, can be contacted at the following point:-

Address:- As above (Plans) Cablesafe (to get a representative on

site)

Telephone:- 0121 522 6177 0800 015 0927

Fax:-

3. Where such details show that the Works or the movement of plant or equipment may endanger the equipment of the Company, the Contractor must ensure that the presence of any Electricity Cable(s) Plant or Equipment can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Company

Electricity Cable(s) Plant or Equipment is adequately protected from damage and such protective measures shall be approved by the Engineer.

- 4. The work shall be carried out in conformity with the Requirements of the Health and Safety Executive Guidance Notes:-
  - (i) No. GS6 'Avoidance of Danger from Overhead Electric Cables'
  - (ii) No. GS33 'Avoiding Danger from Buried Electricity Cables'
- Except under such restrictions as the Company Representative may impose for the safety of persons and the protection of property WORKS SHALL NOT BE CARRIED OUT or cranes or other plant erected operated and/or dismantled or materials stored WITHIN THE 'PROHIBITED SPACE' WHICH IS THAT SPACE WITHIN A RADIUS OF:-
  - (a) 15.0 M OF LIVE OVERHEAD ELECTRICITY LINES WHERE LINES ARE CARRIED ON STEEL TOWERS
  - (b) 9.0 M OF LIVE OVERHEAD ELECTRICITY LINES WHERE THE LINES ARE CARRIED ON WOOD POLES

TOGETHER WITH ANYWHERE VERTICALLY ABOVE THIS SPACE. These distances shall be maintained at all times between any Overhead Electricity Lines or anything connected to such Overhead Electricity Lines owned leased or rented by the Company.

- 6. The Contractor and any sub-contractor employed by him should particularly note and bring to the attention of their respective employees the danger of 'Flash-over' where as a result of the very high voltages being transmitted potentially lethal shocks can occur in close proximity to live Overhead Electricity Lines WITHOUT ANY CONTACT BEING MADE.
- 7. Debris produced when trimming or felling trees and/or from demolition MUST NOT fall or be projected into the 'Prohibited Space'. Similarly excavation spoil must not be dumped or accumulated so as to cause infringement of the 'Prohibited Space'.
- 8. Special care MUST be taken when using material, which shall include but not be limited to, rope wire and/or measuring tape and the like.
- 9. The Contractor shall exercise particular care when carrying out work which involves the use of water jets or piped slurry. Liquids when being carried or used for the purposes of the works MUST NOT be allowed to splash fall or otherwise be projected into the 'Prohibited Space'.
- 10. If a crane or other equipment is used crane stops, fencing and warning notices shall be provided by the Contractor to ensure that there can be no encroachment on the 'Prohibited Space' by crane load or other equipment even if the crane load or equipment slips fails or overturns.
- 11. Portable ladders used in the vicinity of the live Overhead Electricity Lines shall be of wood or other non-conducting material and shall not be reinforced by metal attachments running along stiles of the ladders. Even ladders without reinforcement can lead to serious electrical shocks if allowed to come close to live overhead

- equipment and therefore special precautions must be taken to ensure that the ladder cannot slip and encroach on the 'Prohibited Space'.
- 12. Any disturbance of or attachment to any Plant or Equipment or Electric Cable(s) of the Company shall ONLY be carried out by the staff of the Company or its authorised contractors and/or agents.
- 13. Long objects, which shall include but not be limited to pipes scaffold poles ladders and/or long handled tools or any object of such length that if carried vertically could infringe on the 'Prohibited Space' MUST BE CARRIED HORIZONTALLY.
- 14. Where for the purposes of completing the Works in accordance with the Contract the need arises to operate within the 'Prohibited Space' the Contractor shall give the Company Representative not less than fourteen days written notice of the dates upon which it is intended to operate plant or equipment or carry out any work. The permission of the Company Representative MUST be obtained in writing BEFORE any plant or equipment is operated or work of any kind is carried out WITHIN the above distances. Such operations or work shall only be carried out in the presence of the Company Representative unless notice shall have been obtained in writing from the Company Representative that such a presence on Site is not required.
- 15. In the event of the Company requiring emergency and/or maintenance work to be executed on the Electricity Cable(s) whether Overhead Electricity Lines or Buried Electricity Cables during the period of the Contract the Contractor shall afford all reasonable facilities and access to the staff of the Company or authorised contractors and/or agents.
- 16. Work should not be carried out in the immediate vicinity of the overhead lines during period of poor visibility. If this it not reasonably practicable additional precautions MUST be taken including but not limited to the erection of appropriate barriers to ensure maintenance of the appropriate safety clearances.
- 17. The above requirements do not relieve the Contractor of any of his obligations under the Contract or of the responsibility for taking every precaution to avoid risk to persons and/or damage to property.

IN CASE OF EMERGENCY Tel. 0800 328 1111

# SPECIAL REQUIREMENTS IN RELATION TO BRITISH TELECOMMUNICATIONS PLC

- 1. In this Special Requirement the following terms shall have the meanings assigned to them:-
  - (a) 'Company' means British Telecommunications plc.
  - (b) 'Company Representative' means the staff of British Telecommunications plc or its Authorised Representatives and Agents.
  - (c) 'Apparatus' means all surface or sub-surface equipment and plant including any associated cabling and/or ducting owned, leased or rented by British Telecommunications plc.
- 2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus, owned, leased or rented by the Company, within the Site with the Company Representative, who can be contacted at the following point:-

Address:- Midlands Street Works Act Dial Before You Dig

Management Point (Plans, mark up on site, protection

(SWAMP) advice)

BT.PP404B

Telecom House Trinity Street

Hanley

Stoke-on-Trent

ST1 5ND

(Plans only)

Telephone:- 0800 800 865 0800 917 3993

- 3. Where such details show that the works or the movement of plant or equipment may endanger the Apparatus of the Company, the Contractor must give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of a Company Representative. The Contractor shall ensure that all Company Apparatus, particularly surface running cabling, is adequately protected from damage and such protective measures shall be approved by the Engineer.
- 4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
- 8. The Contractor shall take particular care in relation to the protection of Company Apparatus, where such Apparatus includes the presence within the Site of optical fibre and/or co-axial cabling. The Contractor should particularly note that damage to such Apparatus is extremely disruptive to the Company network and costly to reinstate. The Contractor shall make every effort to avoid the disturbance of Company Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract.

- 6. When excavating around, moving or backfilling around Company Apparatus, the Company Representative shall be given adequate notice, which shall not be less than 3 days, of the Contractor's intentions in order that he may supervise the works. The Contractor should note that the normal depth of cover for Company Apparatus and ducts is as follows:-
  - (a) In carriageways 600 mm, which is to be maintained.
  - (b) In footways 450 mm, which is to be maintained.

Where the 600/450 mm depth of cover cannot be maintained the Contractor shall carry out the instructions of the Engineer for the protection of Company Apparatus and such actions that follow from the Engineer's instruction shall be supervised by a Company Representative. Where the required depth of cover cannot be maintained over cabling, such cables as are affected shall be enclosed and protected in UPVC duct to be supplied by the Company as directed by the Company Representative.

With regard to excavation in the vicinity of Company Apparatus and ducts the Contractor should have particular regard to the possibility of reduced cover and the encountering of such Company Apparatus and ducts at depths of cover less than that given at (a) and (b) above.

- 7. All excavation adjacent to Company Apparatus is to be carried out by hand until the exact extent and/or location of Company Apparatus is known. Mechanical borers and/or excavators shall not be used within 1.0 m of Company Apparatus without the supervisory presence of a Company Representative. To prevent any movement of Company Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:-
  - (a) Excavation is deeper than the depth of cover of adjacent Company Apparatus.
  - (b) Excavation is within 1.0 m of Company Apparatus in stable soil.
  - (c) Excavation is within 5.0 m of Company Apparatus in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- (i) Pile driving equipment within 10.0 m of Company Apparatus
- (ii) Explosives within 20.0 m of Company Apparatus
- (iii) Laser equipment within 10.0 m of Company Apparatus
- (iv) the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Company Apparatus affected may be arranged.
- 8. All Company manhole, joint box and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches, cabledrums and/or any further equipment required by the Company for the maintenance of its Apparatus, must be maintained at all reasonable times. The Contractor should particularly note that footway type jointing chambers are not specified for carriageway loadings and will need to be adequately protected and/or

demolished and rebuilt under the supervision of a Company Representative where such chambers are likely to be placed at risk, either temporarily or permanently, from the movement of plant and/or equipment on the Site.

- 9. The covers to Company chambers and/or Apparatus shall only be lifted by means of appropriate keys obtained from the Company Representative and under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before the mandatory gas check has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus of the Company. The Company Representative shall be given reasonable access to all Company Apparatus and chambers when required.
- 10. In the event of any damage whatsoever to Company Apparatus the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company as follows:-

Telephone:- Dial Before You Dig 0800 917 3993

11. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

# SPECIAL REQUIREMENTS IN RELATION TO WATER AND SEWERAGE COMPANIES

- 1. For the purposes of this Special Requirement the following terms shall have the meanings assigned to them:-
  - (a) 'Company' means:- Severn Trent Water Ltd (Water Supply Mains)
    United Utilities (Foul and Surface Water Sewers)

or its successors and assigns.

- (b) 'Company Representative' means the Chief Civil Engineer of the said 'Company' defined at 1(a) of this Special Requirement or other duly Authorised Engineer Representative and/or Agent appointed for the time being to act on behalf of the said 'Company'.
- (c) 'Mains and Sewers' means any surface or sub-surface pipeline or construction together with any associated apparatus appliance access covers manholes shafts and/or chambers thereto owned leased or rented by the said 'Company' defined at 1(a) of this Special Requirement.
- 2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm the details and location of any Mains and Sewers of the Company with the Company Representative, who can be contacted at the following point:-

Trent Water Address:-Severn Ltd United Utilities Group plc Record Management Centre Map Services Waterworks Stephens Way Road Edgbaston Goose Green Birmingham Wigan B16 9DD WN3 6PJ

Telephone: 0845 601 6616 0870 751 0101

- 3. Where such details show that the Works or the movement of plant or equipment may endanger the Mains and Sewers of the Company; the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such works or the movement of plant and equipment in order that the presence of any Mains and Sewers can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Company Mains and Sewers, are adequately protected from damage and such protective measures shall be approved by the Engineer.
- 4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of the Company Representative.
- 5. All excavation adjacent to Company Mains and Sewers, is to be carried out by hand until the exact extend and/or location of Company Mains and Sewers is known.

Mechanical borers and/or excavators shall not be used within 3.0 m of Company Mains and Sewers without the presence of the Company Representative. To prevent

any movement of Company Mains and Sewers during excavation, complete shuttering shall be used as directed by the Engineer if:-

- (a) Excavation is deeper than the depth of cover of adjacent Company Mains and Sewers.
- (b) Excavation is within 3.0 m of Company Mains and Sewers in stable soil.
- (c) Excavation is within 6.0 m of Company Mains and Sewers in unstable soil.

If for the completion of the Works the Contractor intends using any of the following:-

- (i) Pile driving equipment within 15.0 m of Company Mains and Sewers
- (ii) Explosives within 200.0 m of Company Mains and Sewers
- (iii) Any hot work such as welding and the like within 6.0 m of any Company Mains and Sewers.

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Company Mains and Sewers affected may be arranged.

- 6. Material of any kind whatsoever comprising part of the Company Mains and Sewers, manholes, shafts or any other construction shall not be cut away without the prior written approval of the Company Representative.
- 7. Any temporary roads or access routes within 5.0 m of Company Mains and Sewers, shall be provided with a load bearing surface to the satisfaction of the Company Representative.
- 8. The Contractor of any sub-contractor employed by him shall not stack pile and/or store materials of any kind or erect temporary structures and/or notice boards of any sort within 5.0 m of any Company Mains and Sewers.
- 9. All Company Mains and Sewers, especially manholes, shafts and access points and/or chambers within the Site shall be kept clear and unobstructed. A minimum 3.0 m access sufficient for heavy vehicles and/or any further plant and equipment required by the Company for the maintenance of its Mains and Sewers, must be maintained to and around the centre of any Company manholes shafts chambers and or other access points and the Company Representative shall be given access to all Company Mains and Sewers when required at all reasonable times.
- 10. The covers to Company Mains and Sewers, particularly manholes, shafts and access points and/or chambers shall only be lifted under the direct supervision of the Company Representative. Employee's of the Contractor or of any sub-contractor employed by the Contractor shall NOT enter any Company Mains and Sewers manholes shafts access points and/or chambers unless under the supervision of the Company Representative and in any case not before any safety checks required by the Company Representative have been carried out and such checks have shown it to be safe to enter the Company Mains and Sewers.
- 11. In the event of any damage whatsoever to Company Mains and Sewers the Contractor shall immediately inform the Engineer and report the occurrence immediately by contacting the Company Representative.

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- 12. The Contractor and/or any sub-contractor employed by the Contractor shall take all necessary precautions to ensure that any Company Mains and Sewers are fully protected from any accidental falls or flows of liquids and/or materials, which by themselves or in combination with any existing materials and/or liquids could cause or aggravate pollution create poisonous substances and/or toxic fumes or react with sewer contents to cause toxic substances or fumes and/or could cause harm to persons or property and/or impede any operations of the Company.
- 13. The Contractor and/or any sub-contractor employed by the Contractor shall not discharge nor cause to be discharged any water or other liquid or tip any condemned or surplus material or waste of any kind whatsoever into Company Mains and Sewers or abstract extract and/or draw water from any Company Mains and Sewers without the written permission of the Company Representative.
- 14. The Contractor shall particularly note that the Sewer system can be liable to 'surcharge' in certain circumstances and under these conditions is liable to bursting. Stringent safety precautions as directed by the Company Representative shall be applied in such conditions.

#### **EMERGENCY ACTION**

- 15. The following actions shall be taken by the Contractor in the event of a burst to any of the Company Mains and Sewers:-
  - (a) Immediately inform the Emergency Services (Fire and Police), the Environment Agency and the Engineer in that order.

For water services and emergencies contact:

Severn Trent Water Tel:- 0800 783 United Utilities Tel:- 0845 746 4444 2200 (this includes Leakline) Leakline Tel:- 0800 330 033

- (b) Secure the area from the approach of traffic and/or the general public.
- (c) Render every assistance to the Emergency Services and/or the Environment Agency as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
- (d) With regard to landslope and any apparent flow direction of any leaking sewerage or water, construct if possible and as necessary dams bunds with earth and/or board to prevent flows inundating any adjacent properties ditches streams drains manholes or other such water courses and ducts.
- 16. The above requirements do not relieve the Contractor of any of his obligations under the Contract.

## SPECIAL REQUIREMENTS IN RELATION TO THE ENVIRONMENT AGENCY

- 1. In these Special Requirements the following terms shall have the meanings assigned to them:-
  - (a) 'The Agency' means the Environment Agency.
  - (b) Agencies Representative' means the area engineer and appropriately authorised staff of the Environment Agency or its Authorised Representatives and Agents.
  - (c) 'Watercourse' means all water resources including ground and/or percolating water together with all rivers streams ditches drains cuts culverts dykes sluices lakes ponds reservoirs docks channels creeks bays estuaries or arms of the sea together with all associated apparatus and appliances administered by 'The Agency' in pursuit of or as part of its Statutory functions.
- 2. The contractor shall particularly note that The Agency is established by Act of Parliament and that its responsibilities for Watercourses property and premises are the subject of Statutory Law and/or local Bye Law with which the Contractor should familiarise himself.
- 3. The Contractor shall give The Agency's Representative at least 14 days written notice before commencing any work or moving heavy plant or equipment over any portion of the Site and shall provide The Agency's Representative with an outline programme for the Works which shall be kept fully updated throughout the period of the contract. The Contractor shall give The Agency's Representative NOT LESS than 7 days written notice of any change in programming which affects any Watercourse. The Agency's Representative can be contacted at the following point:-

Address:- Environment Agency

Hafren House Welshpool Road

Shelton

Shrewsbury SY3 8BB

Telephone:- 08708 506506 (General Enquiries)

Fax:- \*\*

- 4. All operations on in or affecting watercourses property or premises for which The Agency is responsible shall be carried out in such a manner so as not to endanger the watercourses property or premises for which The Agency is responsible and/or any persons entitled to be present.
- 5. The Agency's Representative shall at all reasonable times have access to any part of watercourses property or premises for which The Agency is responsible on the Site.
- 6. Where for the purposes of completing the Works in accordance with the Contract excavation is required affecting Watercourses property or premises for which The

Agency is responsible the Contractor shall give The Agency's Representative 3 days written notice of such excavation work so that The Agency's representative may attend upon the Site to supervise the excavation.

- 7. If the execution of the Works requires access onto or over the floodbank of a Watercourse the Contractor shall provide proper means for such access by way of temporary ramps of suitable gradient surfaced with stone or other material as shall be approved by The Agency's Representative. ON NO ACCOUNT shall the level of the floodbank crest be reduced without the written permission of The Agency's Representative and then ONLY under such conditions and restrictions as The Agency's Representative may require.
- 8. Where for the purposes of completing the Works in accordance with the contract there is a requirement for a bank and/or floodbank or part thereof to be temporarily removed such removal shall ONLY be carried out with:-
  - (a) The written permission of The Agency's Representative and then ONLY under such conditions and restrictions as The Agency's Representative may require.
  - (b) The provision of suitable alternative flood barrier to be approved by The Agency's Representative which shall be maintained to the full height of the original floodbank until such times as reinstatement of the original floodbank is completed to the satisfaction of The Agency's Representative.
- 9. Throughout the period of the Contract The Contractor MUST take all necessary measures with regard the Watercourse flood plain and/or continued operation of land drainage systems to ensure:
  - a) Flow rates are maintained
  - b) The FULL AND PROPER discharge of any flood waters.
- 10. The Contractor SHALL NOT at any time construct temporary access or haul roads within the floodplain area whose surface level is higher than the existing floodplain ground level. Upon the completion of the Works all such Temporary Works shall be removed and the floodplain reinstated to the satisfaction of The Agency's Representative.
- 11. The Contractor SHALL NOT at any time store or stockpile on the floodplain area equipment and/or materials that will float or contaminate a watercourse in the event of the floodplain being inundated.
- 12. Throughout the period of the Contract the Contractor shall ensure that the structural integrity of any fluvial tidal and/or sea defence Works is fully protected and maintained.
- 13. The Contractor shall take all necessary measures to secure the protection of all Watercourses including water in underground strata against silting erosion flooding and/or pollution of the water so as to affect adversely the quality or appearance thereof or cause injury or death to animal aquatic or plant life and/or damage to property and land. Such protective measures shall include, but not be limited to, the following:-

- (a) All fuel lubricating oil and/or other liquid chemicals stored on the Site shall be located as far as reasonably possible and in any case NOT LESS THAN 10.0 m from any Watercourse and such stores shall be sited on impervious bases and surrounded by an effective impervious bund capable of containing the full contents of the store plus 10% and with a sealed drainage system with no discharge to any Watercourse land or groundwater. All such stores shall be kept locked or otherwise secured when not in use and all containers therein must bear clear labels giving full descriptions of the contents. A stock of absorbent material suitable for use on the contents of the store MUST be maintained on the Site.
- (b) Any leaking and/or empty oil/fuel containers shall be removed from the Site immediately.
- (c) All equipment using fuel/oil shall be located as far as reasonably possible from any Watercourse and shall be surrounded with soil absorbent material to contain spills and leaks.
- (d) The refuelling of machines shall be strictly controlled and confined to a location as far as reasonably possible from any Watercourse.
- (e) Providing for silted or discoloured water from the Works and/or the cleaning of vehicles or cement/concrete using plant to be treated or settled in a lagoon prior to discharge into a Watercourse, which discharge shall only take place with the approval of The Agency's Representative.
- (f) Prevention of the unauthorised abstraction extraction and/or drawing of water for any reason from any of Watercourses property or premises for which The Agency is responsible. While protecting any existing abstraction arrangements whether licensed or not together with any domestic abstractions exempt from such licensing requirements. (A list of licensed abstractions is available on a public register).
- (g) Ensuring that any ford required to allow plant or vehicles to cross a Watercourse consists of steel plank roadway hardcore road and/or exceptionally a series of concrete pipes sufficient to carry the dry weather flow of the Watercourse topped with concrete slabs at such a level that flood water will overtop the obstruction without causing flooding or other adverse effects and that such construction as is permitted by The Agency is entirely removed from the Watercourse upon the completion of the Works and any access ramps or banks shall be fully reinstated to the satisfaction of The Agency's Representative.
- (h) Ensuring that any plant used in or fording a Watercourse is/does not leak/leaking fuel oil and/or any other fluid.
- (i) Ensuring that the use of any concrete mixing plant or ready mix vehicle together with the placing of any wet concrete in or adjacent to any Watercourse is strictly controlled in such a manner that cement contamination of the Watercourse does not occur.
- (j) Ensuring that only material free from polluting toxic substances is used at locations where drainage from new material can directly or indirectly enter any Watercourse.

- (k) Where for the purposes of completing the Works in accordance with the Contract any work is required on a sewer of any kind in particular a trunk sewer ensuring that such work is only carried out with the full knowledge of the sewer authority and then ONLY under such conditions and restrictions as The Agency's Representative and the sewer authority may impose.
- (I) Ensuring that the banks and foreshore of any Watercourse are kept clear of material plant and other items unless actually in use for the purposes of the Works.
- (m) Ensuring that materials intended for or arising from the Works together with any other plant and/or equipment are not stored or disposed of:-
  - (i) In the Watercourse
  - (ii) Placed in such a manner where such items might fall slip or be washed into any Watercourse
- (n) Preventing the spread of the following plant species:-
  - (i) Japanese Knotweed
  - (ii) Giant Hogweed

In particular any spoil or other such arisings contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species SHALL NOT be spread to areas currently free of these plants but shall be disposed of as directed by The Agency's Representative.

- (o) In the preparation of his programme for the Works ensuring that the Watercourse is NOT disturbed during:-
  - (i) the period October to March inclusive where significant populations of salmonoid fish are present.

(and/or)

- (ii) the period April to June inclusive where significant populations of coarse fish are present.
  - unless otherwise specifically agreed in writing by The Agency's Representative (and then ONLY under such conditions and restrictions as The Agency's Representative may apply).
- (p) Regularly scraping and maintaining free from deposits of slurry or other debris haul roads on the Site and the approaches to any Watercourse. Any arisings shall be disposed of as directed by The Agency's Representative.
- (q) Ensure that surface water drains are not contaminated by any debris or other arisings from the Works.
- (r) Provide suitable sheeting under any structure over a Watercourse where the structure is to be cleaned by mechanical or chemical means and/or painted in order to prevent material entering the Watercourse.

In the event that notwithstanding the taking of such protective measures any incident occurs which may place the Watercourse including water in underground strata or fish populations at risk the Contractor shall IMMEDIATELY inform The Agency's Representative and the Engineer and shall immediately carry out the instructions of the latter to abate and remedy the situation.

- 14. The Contractor shall NOT do without the specific written permission of The Agency's Representative, (and then ONLY under such conditions and restrictions as The Agency's Representative may require), do any of the following:-
  - (a) Remove 'bed' material for use in the construction of the Works or elsewhere.
  - (b) Remove from any part of the bottom channel or bed of a Watercourse a deposit accumulated by reason of any dam weir or sluice and SHALL NOT undertake such removal by causing the deposit to be carried away in suspension in the waters.
  - (c) Remove vegetation other than fallen trees from or adjacent to any Watercourse.
  - (d) Allow cut vegetation from approved clearance works to enter any Watercourse.
  - (e) (i) Remove aquatic weeds in the period May to August inclusive.
    - (ii) Spray aquatic weeds.
  - (f) Use floating plant barges and/or pontoons and the like in any Watercourse.
  - (g) Display any advertisement or other material, except as specifically required by this Special Requirement, on or above Watercourses property or premises for which The Agency is responsible.
  - (h) Discharge surface water of any kind in any way into Watercourses property or premises for which The Agency is responsible.
  - (i) Construct any Temporary Works in the Watercourse and/or temporarily divert obstruct and/or pipe any Watercourse and/or obstruct any floodplain by spoil heaps or by any other means except where and to the extent that approval has been specifically given and/or previously obtained.
  - (j) Close any navigable Watercourse to waterborne craft or traffic without giving The Agency's Representative at least 28 days written notice. (The granting of permission for such a closure MUST NOT be presumed).
  - (k) Notwithstanding the approval of any other Statutory and/or Regulatory body use explosives in or adjacent to any Watercourse property or premises for which The Agency is responsible (permission for such use by The Agency will ONLY be granted IN THE MOST EXCEPTIONAL CIRCUMSTANCES).
- 15. Where for the purposes of completing the Works in accordance with the Contract any work is required above or in the Watercourse the Contractor shall, except where otherwise specified in the contract or agreed in writing by The Agency's Representative:-

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- (a) Provide and maintain a minimum height clearance as shall be specified in writing by The Agency's Representative above the water surface of the Watercourse or highest expected water surface where this is variable.
- (b) Stockpile keep clean and replace on completion of the Works any 'bed' material necessarily removed from the Watercourse in the course of the construction of the Works.
- (c) Submit to The Agency's Representative written proposals for maintaining at all times the free passage of fish.

THE CONTRACTOR SHOULD PARTICULARLY NOTE WHEN PLANNING ANY WORK IN RELATION TO THE WATERCOURSE THAT THE AGENCY CANNOT GUARANTEE ANY PARTICULAR WATER LEVEL OR DEPTH NOR PREVENT ANY FLUCTUATIONS TO SUCH WATER LEVEL DEPTH OR SPEED OF FLOW IN ANY WATERCOURSE.

- 16. Where for the completion of the Works in accordance with the Contract work is required on or near the edge of a navigable Watercourse and such work involves projections of any kind into the navigable channel and/or anywhere vertically above the line of its edge the Contract shall:-
  - (a) Throughout the course of the Works provide permanent markers on the extremities from the bank of the projection by the placing thereon of warning markers/notices/ lights as specified by The Agency's Representative.
  - (b) If the projection of the work into the navigable channel exceeds 0.5 m the projecting works shall be protected from the impact of passing waterborne craft as specified by The Agency's Representative.
  - (c) Provide notice boards of a type size shape colour and with a written warning as specified by The Agency's Representative shall be sighted on the Watercourse edge as required by The Agency's Representative.
- 17. Any floating plant barge and/or pontoon on the Watercourse for which the Contractor has obtained the permission of The Agency's Representative shall at all times be properly secured so as not to constitute a hazard to navigation and/or Watercourse management and all reasonable precautions shall be taken by the Contractor to prevent accidental or malicious casting adrift or sinking.
- 18. If any plant floating plant barge and/or pontoon falls or sinks or is cast adrift in the Watercourse the Contractor shall immediately inform The Agency's Representative and the Engineer and take immediate steps to make the hazard known to users of the Watercourse. The Contractor shall immediately arrange the salvage/re-securing of the plant floating plant barge and/or pontoon from the Watercourse and until such salvage/re-securing has been completed the Contractor shall provide buoys, and markers and erect warning notices indicating the navigation hazard to Watercourse users to the satisfaction of The Agency's Representative.
- 19. The Contractor shall not reduce the width of any Watercourse at any time without the written approval of The Agency's Representative. In order to consider a request for a temporary reduction in the width of any Watercourse The Agency's Representative will require fully detailed proposals, which show evidence that the Contractor has made every effort to minimise:-

- (a) The risk of damage to the Watercourse and/or its channel;
- (b) The risk of flooding at all potential flow conditions within the Watercourse;
- (c) The length of time such reduction in Watercourse width will be required.
- 20. If for the purposes of completing the Works in accordance with the Contract work necessitates the closure and/or the reduction in width of any Watercourse access or footpath the Contractor shall give to The Agency at least 7 days written notice and shall provide to the satisfaction of The Agency's representative:-
  - (a) An alternative pedestrian access with a minimum width of 2.0 m with adequate fencing to each side which shall be smoothly surfaced with 75 mm of ashes or such similar material as may be specified by The Agency's Representative.
  - (b) An alternative emergency access for The Agency's plant and equipment with a minimum width of 3.5 m and adequately surfaced for the passage of vehicles plant and/or equipment which surface shall have a maximum gradient of 1 in 10.
- 21. The Contractor shall keep the Watercourse property or premises for which The Agency is responsible free from rubbish. The Contractor shall not leave rubbish on or in Watercourses property or premises for which The Agency is responsible and shall subject to the approval of the Engineer clear away and remove all constructional plant surplus materials and Temporary Works from Watercourses property or premises for which The Agency is responsible as and when these cease to be required for the purposes of the Works.
- 22. Unless otherwise expressly stated in the contract upon completion of the Works the Contractor shall remove any ford coffer dam and/or other Temporary Works from the Watercourses property or premises for which The Agency is responsible.
- 23. Except where otherwise provided for in the Contract every part of the bank and/or channel of the Watercourse shall be fully reinstated by the Contractor to the surrounding bank profile topsoiled seeded and/or turfed as appropriate.
- 24. Except where otherwise provided for in the Contract all property and premises affected by the Works for which The Agency is responsible shall be fully reinstated and all damage to land property or premises for which The Agency is responsible shall be made good by the Contractor to the satisfaction of The Agency's Representative.

#### **EMERGENCY ACTION**

- 25. The following actions shall be taken by the Contractor in the event of any breach and/or risk of major pollution to a Watercourse or land drainage area or any incidence of fish kill:-
  - (a) IMMEDIATELY inform The Agency, the Engineer and (if required) the Emergency services in that order.
    - FOR THE AGENCY telephone:- '0800 807060'
  - (b) Secure the area from the approach of traffic and/or the general public.

- (c) Render every assistance to The Agency and/or the Emergency Services as shall be requested for the purposes of mitigating damage and/or for the purposes of securing public safety.
- (d) With regard to landslope and any apparent flow direction of any water flowing from any breach, construct if possible and as necessary dams bunds with earth board and/or sheet to prevent or restrain loss of water from the Watercourse and/or flows inundating any adjacent property.
- (e) With regard to landslope and any apparent flow direction of any potentially polluting material or liquid, construct if possible and as necessary dams bunds with earth board and/or sheeting to prevent or restrain such material from reaching the Watercourse and/or flows inundating any adjacent property.
- (f) Where not withstanding the above potentially polluting material or liquid has entered a Watercourse construct if possible dams/booms with board and/or sheet materials to retain and limit the extent/effect of such pollutants within the Watercourse pending instructions for full remedial action while permitted the continued flow of water.
- 26. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.

## SPECIAL REQUIREMENTS IN RELATION TO NATIONAL GRID (GAS)

- 1. In this Special Requirement the following terms shall have the meanings assigned to them:-
  - (a) 'Company' means National Grid.
  - (b) 'Company Representative' means the staff of National Grid or its Authorised Representatives and Agents.
  - (c) 'Apparatus' means all surface or sub-surface equipment and plant including any associated Gas pipeline(s) owned, leased or rented by National Grid.
- 2. Before commencing any work or moving heavy plant or equipment over any portion of the Site the Contractor shall confirm details of the Apparatus, within the Site with the Company Representative, who can be contacted at the following point:-

Address: National Grid

Network Strategy
Block 4
Area 6
Brick Kiln Street

Hinckley Leicestershire LE10 0NA

Telephone: (01455) 892665

- 3. Where such details show that the work or the movement of plant or equipment on the Site may endanger any Apparatus, the Contractor shall give the Company Representative at least 7 days written notice of the date on which it is intended to commence such Works or the movement of plant and equipment in order that the presence of any sub-surface Apparatus can be indicated by markers to be supplied by the Company and placed by the Contractor under the supervision of the Company Representative. The Contractor shall ensure that all Apparatus, is adequately protected from damage and such protective measures shall be to the satisfaction of the Company Representative.
- 4. In the event of a Company marker being disturbed for any reason it shall not be replaced other than in the exact position and to its former depth unless the repositioning is carried out at the direction and under the supervision of a Company Representative.
- 5. The Contractor shall carry out all work in connection with the Contract with reference to the requirements of the following publications:-
  - (i) Institute of Gas Engineers : IGE/SR/18 Edition 2 'Safe Working for The integrity of Pipelines, and Installations'.
  - (ii) Health and Safety Executive (HSE): HS (G) 47 'Avoiding danger from underground services'.

- (iii) National Grid Engineering Standard: SSW2 Safe Working in The Vicinity of National Grid Transmission Pipelines and Associated Installations Operating at Pressures in Excess of 7 Bar'.
- (iv) National Grid Cathodic Protection Standard ECP1.
- 6. The Contractor shall avoid the disturbance of Apparatus more than is absolutely necessary for the completion of the Works in accordance with the Contract. In particular 'Thrust Blocks' and other such supports shall NOT be disturbed without the specific written approval of the Company Representative. The Contractor should particularly note that large diameter Gas pipelines may either be:-
  - (a) Transmission pipelines frequently operating at pressures exceeding 7 bar.
  - (b) low pressure local distribution mains.

For differing reasons either type poses a considerable hazard to safety if damaged. The Contractor shall also note that smaller Gas distribution pipes may be of yellow plastic, cast iron, steel or other such material and that unless specifically known to the contrary any such services encountered during the course of the Works should be assumed to be Gas pipelines and treated as such in accordance with these Special Requirements until positively identified otherwise and the Engineer so notified in writing.

- 7. No vehicle plant or machinery shall cross stand operate or travel within 3.0 m of any Apparatus particularly Gas pipelines except as approved by the Company Representative. The Contractor shall agree his methods of working near any Apparatus with the Company Representative and ensure that any Apparatus is adequately protected from damage by the use of wooden sleeper tracks or reinforced concrete rafts at crossing points as appropriate. Temporary fencing of adequate strength shall be erected to regulate the movement of vehicles plant and machinery in the vicinity of Apparatus. All such protective measures shall be to the satisfaction of the Company Representative.
- 8. Where for the purposes of completing the Works in accordance with the Contract it is necessary to lay a new service across an existing Gas pipeline whether above or below a minimum clearance of 0.6 m shall be left between the outside of the Gas pipeline and the new service to be installed. Under no circumstances shall a new service be laid parallel above or below a Gas pipeline. Hydraulic or other form of pressure testing of any new services shall not be permitted within 6.0 m of any Gas pipeline unless precautions have been taken involving the use of pre-installation tested pipeline having a design factor of 0.3 for a distance of 6.0 m either side of the Gas pipeline and/or such additional precautions including but not limited to sleeving barriers and the like as the Company Representative may require in consultation with the Engineer.
- 9. The Contractor shall particularly note that Gas pipelines and other Apparatus of the Company is usually cathodically protected to Company standard GBE/ECP1. The Company will require to carry out interaction tests to determine whether its own system will be adversely affected by any new service and/or its protective measures. Any work requiring the removal modification and or movement of Apparatus shall only be carried out by the staff of the Company and/or its authorised contractors and Agents. In the event that any cathodic protection posts and/or associated

Apparatus require to be removed replaced and/or moved for the purposes of the Works the Contractor shall give not less than seven days written notice of the requirement to the Company.

- 10. When excavating or backfilling around Apparatus, the Company Representative shall be given not less than 3 days written notice, of the Contractor's intentions in order that he may supervise the works.
- 11. Backfilling shall be in 150 mm layers, or as may otherwise be directed, consolidated layer by layer to the satisfaction of the Company Representative. Fill shall be free from flints stones and carbonaceous material. Where slabbing reduces such depth clean sand filling shall be used.
- 12. All excavation adjacent to Apparatus is to be carried out by hand until the exact extent and/or location of Apparatus is known. The Contractor shall note the following:-
  - (1) Mechanical borers shall not be used within 5.0 m of Apparatus.
  - (2) Hand held power assisted tools shall not be used within 1.5 m of Apparatus without the supervisory presence of a Company Representative.

To prevent any movement of Apparatus during excavation, complete shuttering shall be used as directed by the Engineer if:-

- (a) Excavation is deeper than the depth of cover of adjacent Apparatus.
- (b) Excavation is within 3.0 m of Apparatus in stable soil.
- (c) Excavation is within 6.0 m of Apparatus in unstable soil.

Where excavation results in the exposing of Gas pipelines or other Apparatus protective timber cladding shall be applied to the Gas Pipelines or Apparatus to the satisfaction of the Company Representative and shall be maintained until such excavation is reinstated and backfilled.

- 13. If for the completion of the Works the Contractor intends using any of the following:-
  - (i) Pile driving equipment within 15.0 m of Apparatus (or such greater distance as may be required to ensure that the MAXIMUM peak particle velocity as measured at the Apparatus does NOT exceed 25 mm per second).
  - (ii) Explosives within:-
    - (a) 400.0 m of exposed Apparatus
    - (b) 100.0 m of buried Apparatus
  - (iii) Hot Works welding and the like within 15.0 m of Apparatus
  - (iv) Hydraulic testing within 6.0 m of Apparatus

the Contractor shall advise the Company Representative, giving at least 7 days written notice, in order that any special protective measures for the Apparatus

- affected may be arranged. The Contractor SHALL NOT proceed with the use of any of the above without the written consent of the Company Representative.
- 14. All Apparatus manholes and/or other access points and chambers within the Site shall be kept clear and unobstructed. Access for vehicles, winches and/or any further equipment required by the Company for the maintenance of its Apparatus, shall be maintained at all reasonable times and unless otherwise agreed in writing by the Company representative a clearance of 6.0 m shall be allowed for such access.
- 15. The covers to Apparatus manholes and/or other access points and chambers shall only be lifted under the direct supervision of the Company Representative. No employee of the Contractor or of any sub-contractor employed by the Contractor shall enter any chamber and/or Apparatus of the Company unless under the supervision of the Company Representative and in any case not before a gas check as specified by the Company Representative has been carried out in the presence of the Company Representative and such checks have shown it to be safe to enter the Chamber and/or Apparatus. The Company Representative shall be given reasonable access to all Apparatus and chambers when required.
- 16. In the event of any damage whatsoever even of a minor nature to Apparatus particularly to Gas pipeline coatings and/or test leads the Contractor shall immediately inform the Engineer and report the occurrence by contacting the Company Representative. The Company Representative will arrange for repairs to be carried out.

## **EMERGENCY ACTION**

- 17. The following actions shall be taken by the Contractor in the event of a gas leak in any Apparatus:-
  - (a) Evacuate all personnel from the vicinity of the pipeline damage or leak.
  - (b) Remove and/or extinguish all sources of ignition for a distance of at least 200 m in all directions from the location of the leak. This precaution shall include a ban on the use of any electrical equipment falling within this limit.
  - (c) IMMEDIATELY inform The Company the Engineer and (if required) the Emergency services in that order.
    - THE EMERGENCY TELEPHONE NUMBER OF THE COMPANY IS:-
    - 0800 111 999
  - (d) Secure the area from the approach of all employees' traffic and/or the general public.
  - (e) Render every assistance to the Emergency Services and/or the Company as shall be requested for the purposes of mitigating damage arising from the leak and/or for the purposes of securing public safety.
  - (f) DO NOT ATTEMPT TO SEAL ANY LEAK OF GAS AT THE POINT OF DAMAGE.

18. Compliance with the above requirements do not relieve the Contractor of any of his obligations under the Contract.

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# SPECIAL REQUIREMENTS IN RELATION TO DEPARTMENT FOR ENVIRONMENT, FOOD & RURAL AFFAIRS

- 1. In this Special Requirement the following term shall have the meaning assigned to it:-
  - (a) 'DEFRA Representative' means the staff of the Department for Environment, Food & Rural Affairs or its appropriately Authorised Representatives and Agents empowered to act on its behalf.
- 2. Before commencing any work over any portion of the Site the Contractor shall confirm with the DEFRA Representative details of any restrictions relating to the prevention of the spread of animal, plant and/or poultry diseases which may for the time being be in force relating to the Site and any surrounding land and/or access ways to which the Contractor or any sub-contractor employed by him may have or seek to gain entry for the purpose of the Works. The DEFRA Representative, can be contacted at the following point:-

Address:- Department for Environment, Food & Rural Affairs

Building

Government Whitehall Monkmoor Shrewsbury SY2 5AJ

Telephone:- (01743) 353961

Fax:- \*\*

- 3. The Contractor shall ensure that his employees or the employees of any subcontractor employed by him shall avoid all contact with livestock on or adjacent to the Site and keep strictly to any route which has been agreed with any owner/occupier of land affected by the Works at all times.
- 4. Where it is necessary for the purpose of the Works to enter land on which livestock are or may be kept the Contractor shall take all precautions to prevent any livestock penetration from adjacent land onto such land and/or contact between any livestock on that land and other livestock from adjacent land.
- 5. Where it is necessary for the purpose of the Works to enter land which is or has recently been occupied by livestock the Contractor shall provide, at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the Engineer. He shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carries a valid citation on the label certifying approval by the Department for Environment, Food & Rural Affairs.
- 6. The Contractor shall not enter buildings occupied or used by livestock for the purpose of the Works without the express written consent of the owner/occupier. When such entry is necessary, rubber boots and protective overgarments of an appropriate type

shall be worn at all times which shall be disinfected upon the entry and exit from such buildings in accordance with the instructions given at paragraph 5 above.

- 7. Notwithstanding any other provisions within the Contract the Contractor shall take all necessary precautions to ensure that streams, ditches and water troughs are not polluted as a result of the carrying out of the Works and that ditches and drainage outfalls are adequately protected from damage pollution and/or silting to the satisfaction of the Engineer.
- 8. The Contractor shall ensure that litter and/or debris resulting from the Works is not left or allowed to accumulate on or adjacent to the Site in areas accessible to livestock. The Contractor should particularly make every effort to remove discarded foodstuffs remaining from human consumption these may carry infectious agents harmful to livestock.
- 9. The Contractor shall ensure that all gates are kept closed and appropriately secured and shall make every effort to avoid damage to fences hedges trees and walls in order to prevent livestock from straying. Where such damage does occur the Contractor shall take immediate action to secure any resulting breach from the penetration and/or escape of livestock and immediately thereafter notify the Engineer who shall consult the owner/occupier as appropriate.
- 10. In addition to the above requirements the Contractor shall take all necessary precautions to protect farmers stock herds against the risk/spread of Brucellosis. Such precautions shall include, but not be limited to, the provision by the Contractor at each entry or exit to such land, appropriate arrangements for disinfecting all footwear and vehicles upon entry or exit from such land to the satisfaction of the Engineer. He shall ensure that all footwear and vehicles are cleansed of all dirt and mud before disinfecting with a clean disinfectant, regularly replenished at the correct dilution and which carries a valid citation on the label certifying approval by the Department for Environment, Food & Rural Affairs.
- 11. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Department for Environment, Food & Rural Affairs in the interest of restricting the spread of the following crop diseases:-

Rhizomania (affecting beet)

Red Core Disease (affecting strawberries)

Wart Disease (affecting potatoes)

Verticillium Wilt (affecting hops)

Cyst Nematodes (affecting potatoes/beet)

12. The Contractor shall strictly comply with any restrictions and/or precautions relating to the movement of soil which may be requested by the Department for Environment, Food & Rural Affairs in the interests of

preventing the spread of the following plant species:-

Japanese Giant Hogweed Knotweed

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In particular any soil or other such arisings contaminated with or suspected of being contaminated with the rhizomes and/or roots of these species SHALL NOT be spread to areas currently free of these plants but shall be disposed of as directed by the DEFRA Representative.

13. With regard to livestock diseases:-

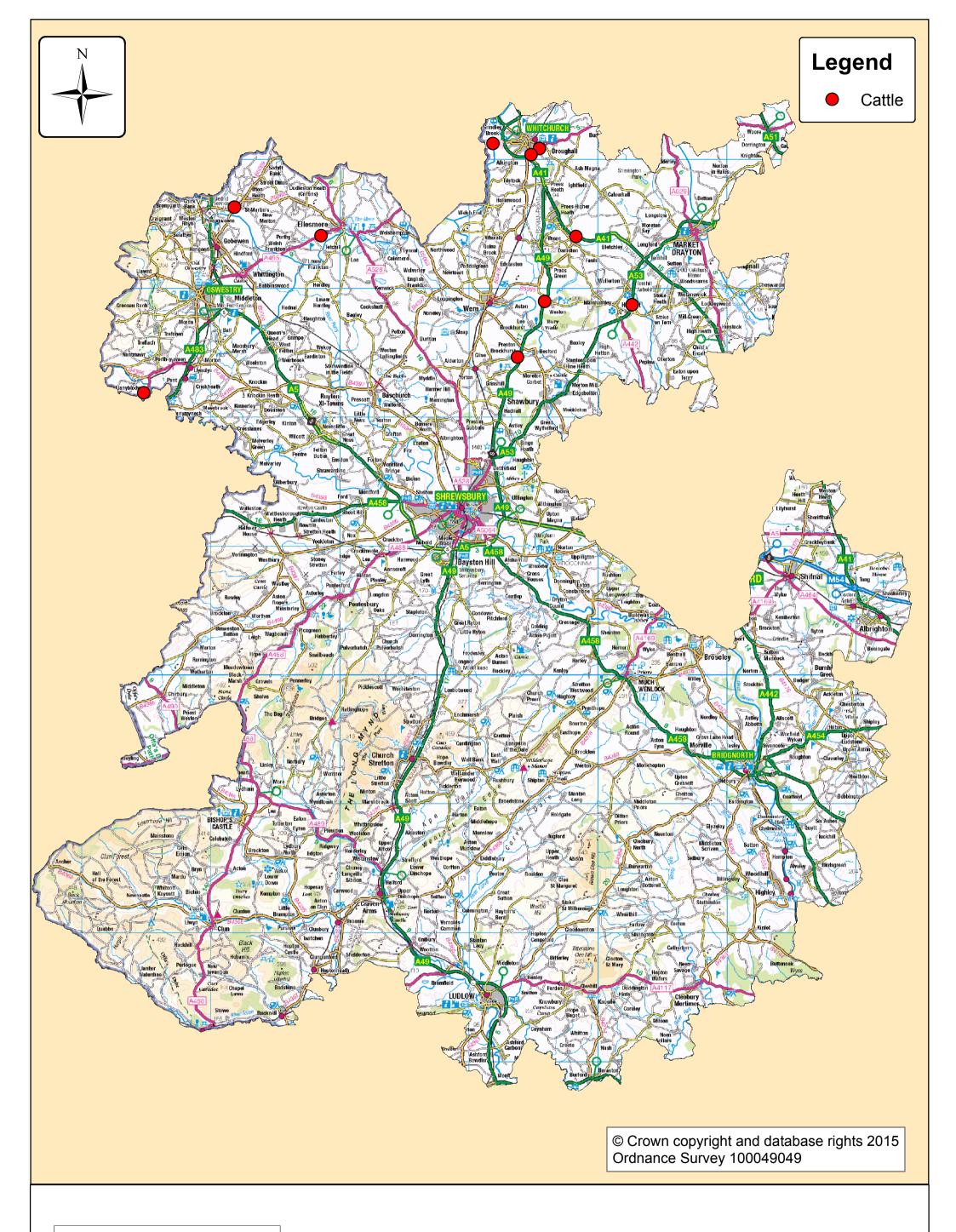
Foot and Mouth Disease
Newcastle Disease (Fowl Pest)
Swine Swine Vesicular Disease

Should an outbreak of any of the above highly infectious diseases occur in the area the Contractor and/or any sub-contractor employed by him shall not enter further upon any land and shall immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from the DEFRA Representative.

#### Carcase Burial Pits

Such pits contain the remains of animals which have been slaughtered for the purposes of containing certain diseases (particularly Foot and Mouth, but occasionally Anthrax). Unauthorised exhumation of such carcasses is illegal. Where there is prior knowledge that Carcase Burial Pits may exist in the area of the Works the DEFRA Representative may be able to offer assistance in their location. However, if during the course of the Works a Carcase Burial Pit is encountered by the Contractor or any sub-contractor employed by him all work shall cease at that location and the Contractor shall appropriately secure that area of the Site against access and immediately inform the Engineer and request instructions. The Engineer shall consult with and seek instructions immediately from the DEFRA Representative.

14. Compliance with the above requirements shall not relieve the Contractor of any of his obligations under the Contract.





Ref	Site Location	Wireless MESH VMA Ref.	Subnet Mask	VMAe / Gateway	Client / OTU IP Address	Traffic Controller IP	CCTV camera IP	Wireless Device Type	LMS Serial Number	MAPe/VMAe Serial Number	IA71.1 (S) Serial Number	IA71.2 (M) Serial Number	IA71.3 Serial Number	CCTV Make/Model
0000	Ditherington Road / Wingfield Gardens	SHR-VMA-0000	255.255.255.248	172.17.0.1	172.17.0.2	172.17.0.3	172.17.0.4	VMAe		000335	TBC (IA72)	000622		Not Known
0001	Ditherington Road / Wingfield Gardens	SHR-VMA-0001	255.255.255.248	172.17.0.9	172.17.0.10	172.17.0.11	172.17.0.12	VMAe		000336	000623	000615		
0002	Ditherington Road / Mt Pleasant Road	SHR-VMA-0002	255.255.255.248	172.17.0.17	172.17.0.18	172.17.0.19	172.17.0.20	VMAeS	TBC (LMS)	000551	000613	000614	000616	Axis P5512/-E
0003	Whitchurch Road / Sundorne Road / Roundabout	SHR-VMA-0003	255.255.255.248	172.17.0.25	172.17.0.26	172.17.0.27	172.17.0.28	VMAeSP		TBC (VMAeSP)	000611	000612	000620	
0004	Whitchurch Road / Morrisons Entrance	SHR-VMA-0004	255.255.255.248	172.17.0.33	172.17.0.34	172.17.0.35	172.17.0.36	VMAe	TBC (LMS)	000337	000609	000610		Axis P5512/-E
0005	Whitchurch Road / Windermere Road	SHR-VMA-0005	255.255.255.248	172.17.0.41	172.17.0.42	172.17.0.43	172.17.0.44	VMAe		000338	000605	000608		
0006	Whitchurch Road / Kendal Avenue	SHR-VMA-0006	255.255.255.248	172.17.0.49	172.17.0.50	172.17.0.51	172.17.0.52	VMAe		000339	000603	000604		
0007	Whitchurch Road / Harlescott Lane	SHR-VMA-0007	255.255.255.248	172.17.0.57	172.17.0.58	172.17.0.59	172.17.0.60	VMAe	TBC (LMS)	000340	000601	000602		Axis P5512/-E
8000	Battlefield Road / Arlington Way	SHR-VMA-0008	255.255.255.248	172.17.0.65	172.17.0.66	172.17.0.67	172.17.0.68	VMAe3G	TBC (LMS)	001265		000600		Axis P5512/-E
0009	Mt Pleasant Road / opposite Shop Parade	SHR-VMA-0009	255.255.255.248	172.17.0.73	172.17.0.74	172.17.0.75	172.17.0.76	VMAe		000341	000617	000618		
0010	Mt Pleasant Road / near Railway Bridge	SHR-VMA-0010	255.255.255.248	172.17.0.81	172.17.0.82	172.17.0.83	172.17.0.84	VMAe		000342	000619			
0011	Telford Way / Bridleway	SHR-VMA-0011	255.255.255.248	172.17.0.89	172.17.0.90	172.17.0.91	172.17.0.92	VMAe		000343	000621			
0012	Shirehall	SHR-VMA-0012	255.255.255.248	172.17.0.97	172.17.0.98	172.17.0.99	172.17.0.100	VMAeS		000552	TBC (IA72)	TBC (IA72)		
0013	Forest Way CCTV Centre	SHR-VMA-0013	255.255.255.248	172.17.0.105	172.17.0.106	172.17.0.107	172.17.0.108	VMAe		000344		TBC (IA72)		



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 3** 

**SERVICE INFORMATION** 

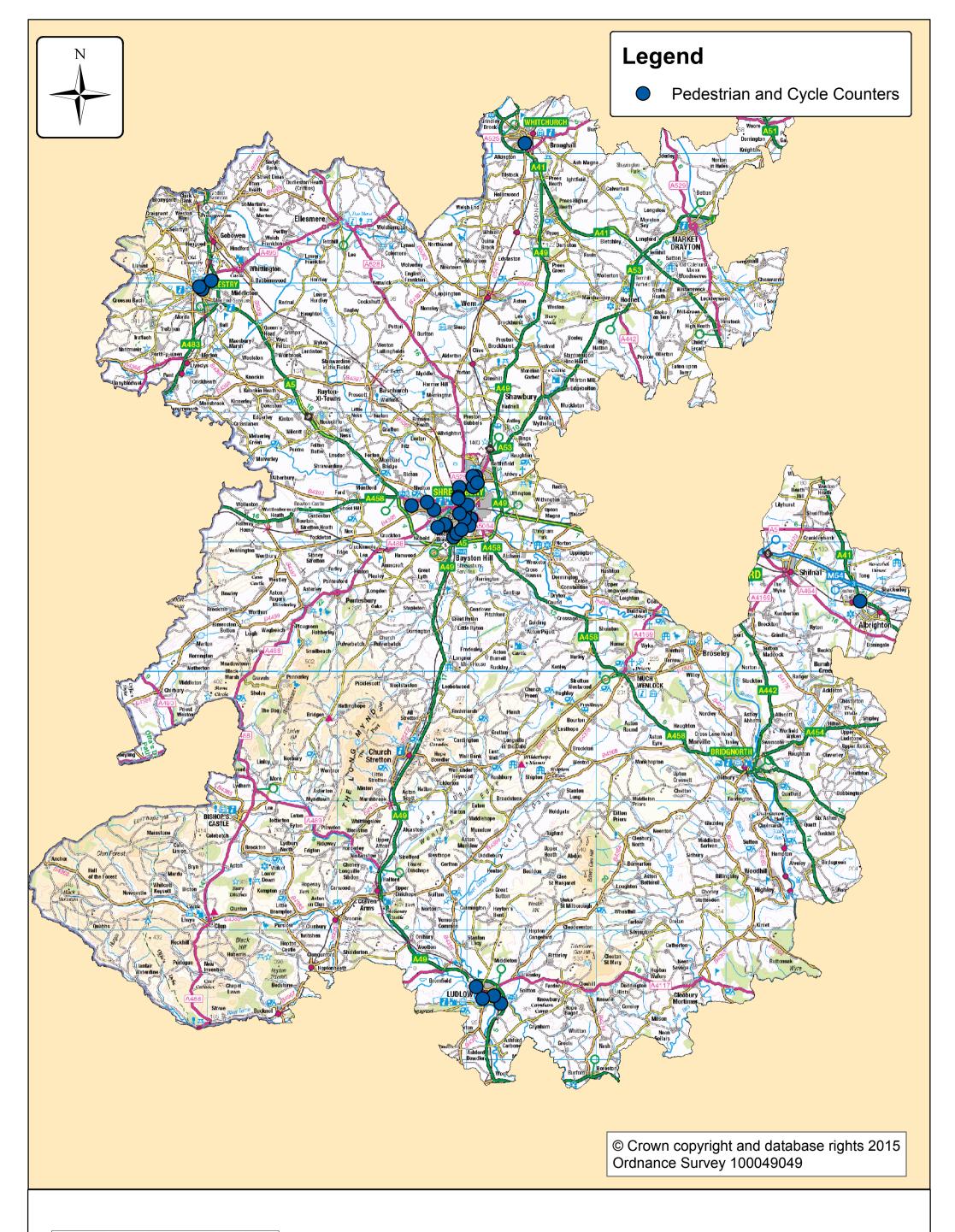
SHROPSHIRE COUNCIL

**INVENTORIES AND NETWORK DATA** 

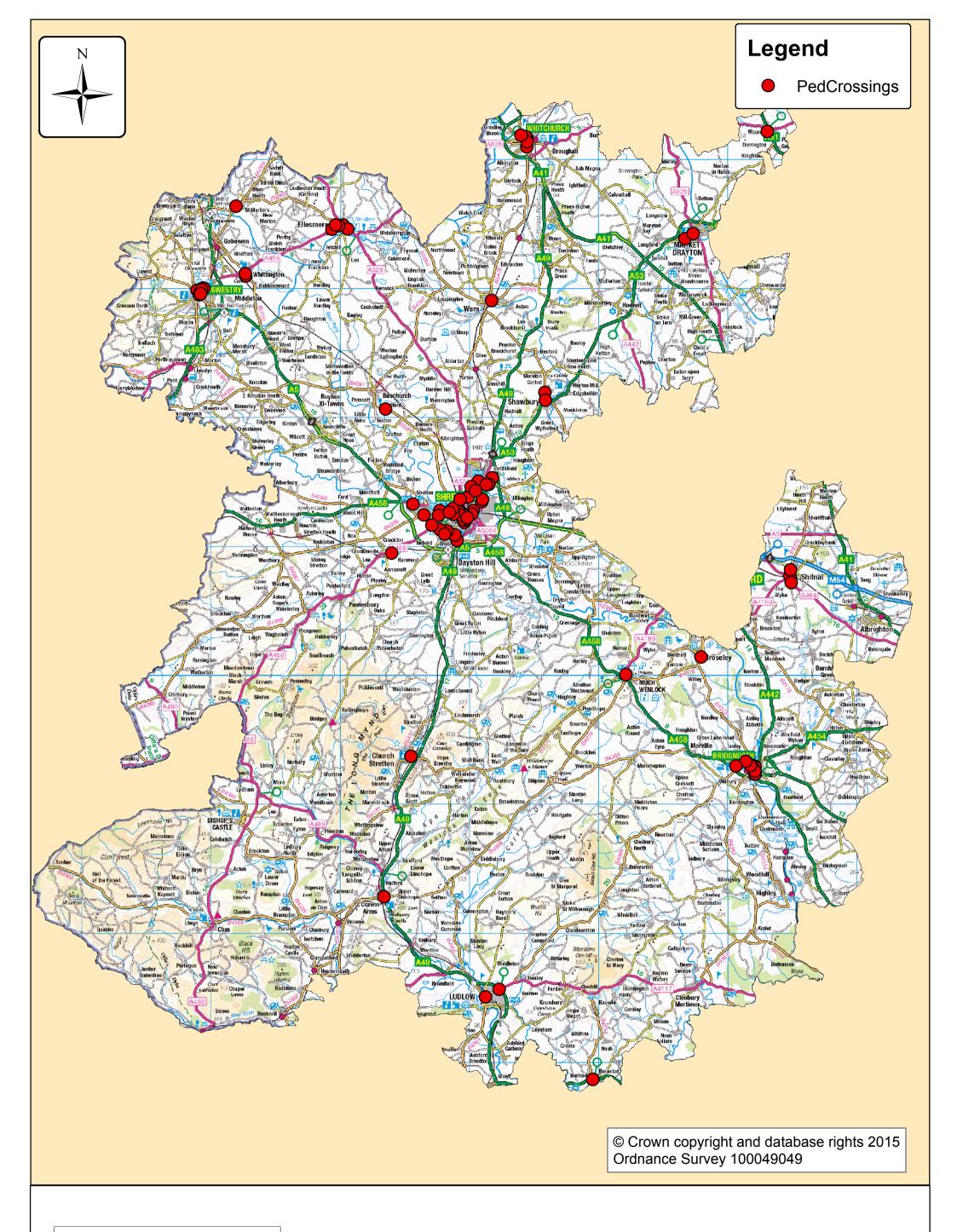
# **VOLUME 3**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

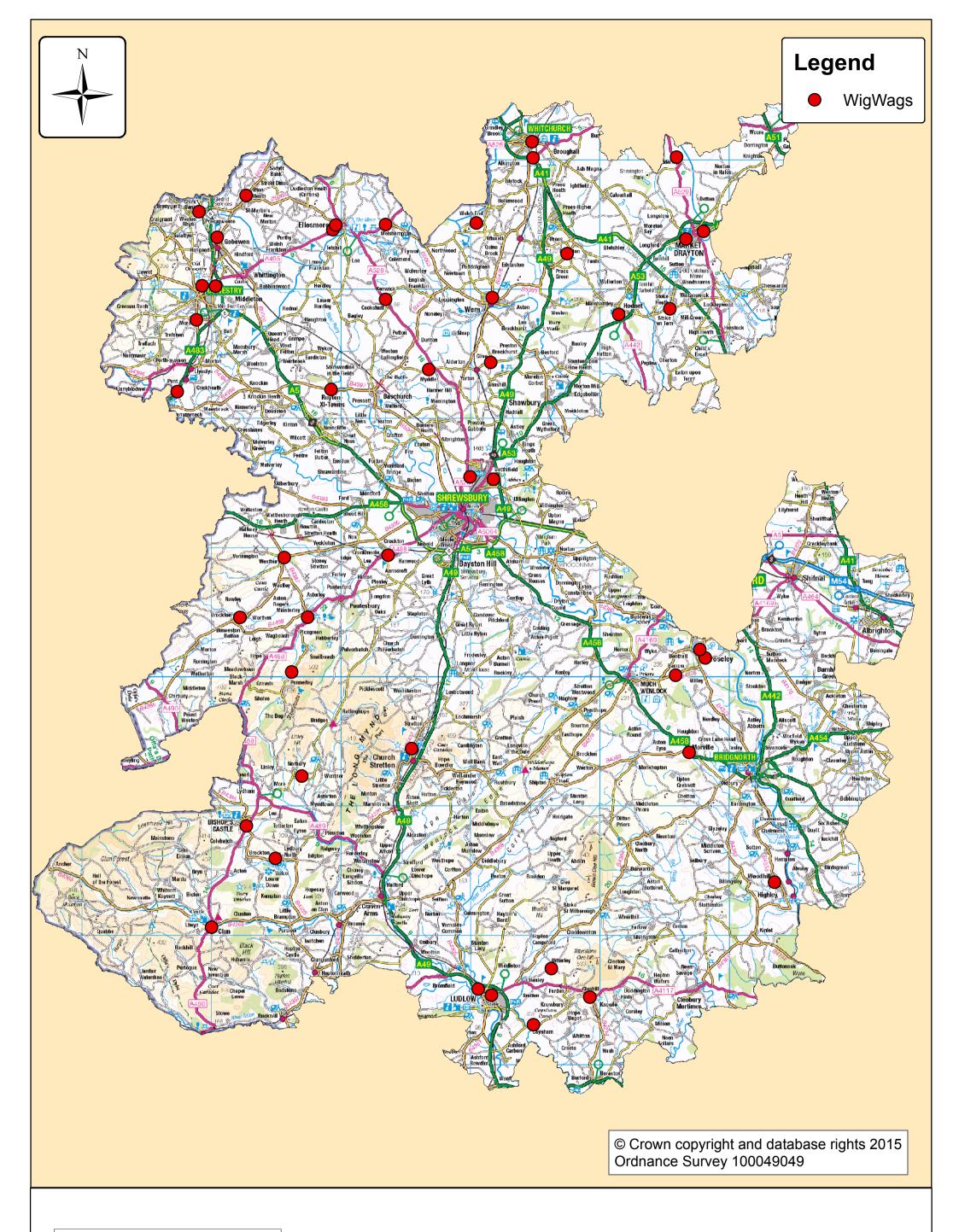
Page(s)	Text Affected	Amendment	Amended by



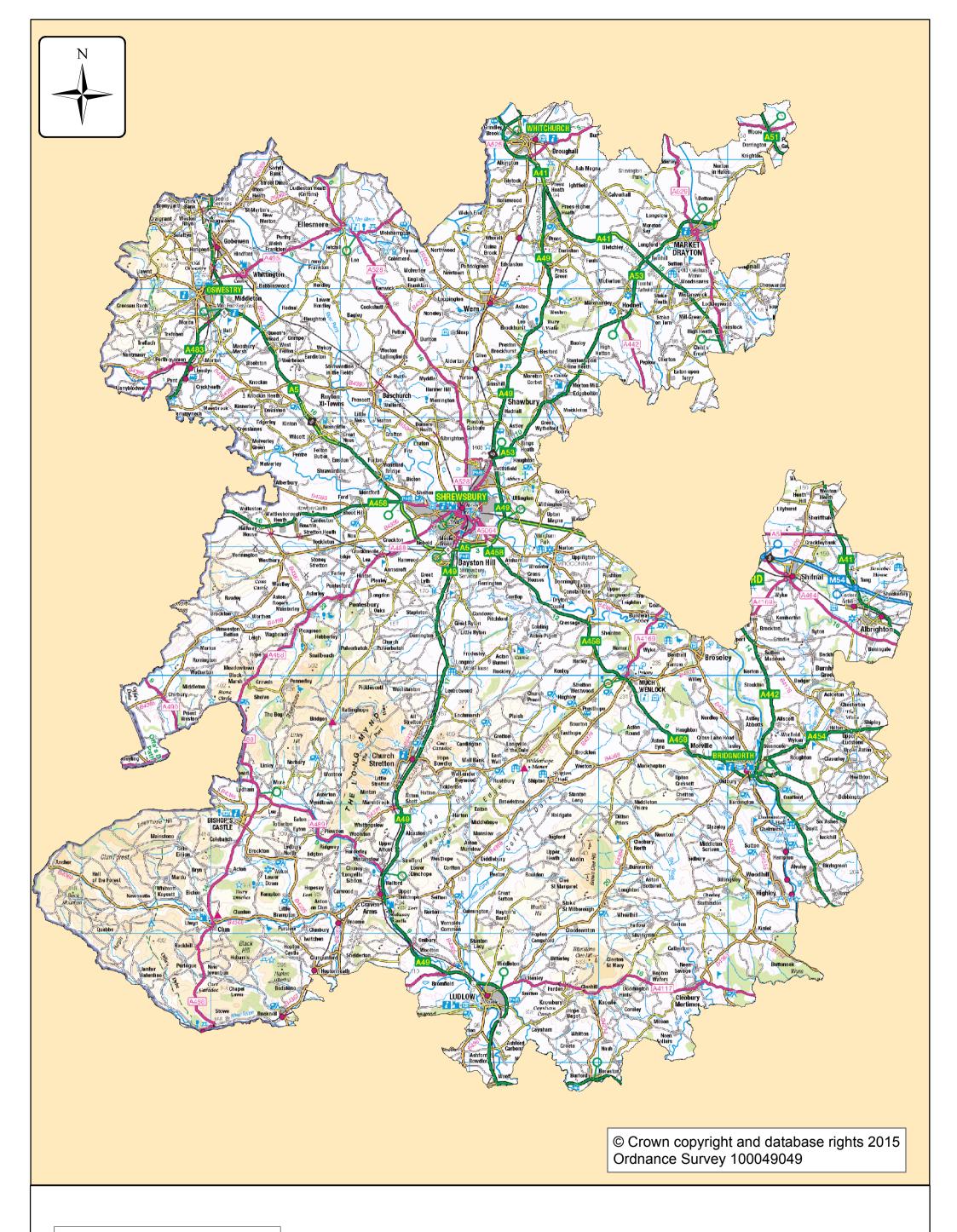














Scale: 1:250,000 (when printed at A3 size)

SITE CODE	SITE NAME	LOCATION	EQUIPMENT TYPE	EASTING	NORTHING	LV / MANUFACTURER	SIGNAL EQUIPMENT TYPE	SIGNAL EQUIPMENT VARIANT	SIGNAL F EQUIPMENT QTY	No. OF T/H LAMPS PER HEAD	No. OF TUBES PER HEAD	PBU MAKE		PBU TACT	TACTIL	ES LE QTY AUDIBLE QTY	SIGNAL POLES  4mtr STD 4mtr CRANK STUB COLOU	ABOVE GROUND DETECTION R TYPE QTY		MAKE	TYPE QTY
S1001	Church Street	Ellesmere	Single Pelican	340236	334890	LV Plessey	RAG PED	LV LV	4 2	3 2	0	Siemens	Three Man	2 23	Ov 2	2 2	2 n/a n/a Grey				
S1002	Mereside	Ellesmere	Single Pelican	340582	334594	LV Plessey Plessey	RAG Ped head	LV	2	3 2	n/a n/a	Siemens	Three Man	2 23		2 2	2 n/a n/a Grey	n/a		N/A	N/A
S1003	Willow Street	Ellesmere	Single Puffin	339883	334831	LV Microsense Peek	RAG	LV	2	3	n/a n/a	Microsense	Puffin combined	4 48	V 2	4 2	4 n/a n/a Grey	Microsense mvd 2 AGD 620 2 AGD 220 2	N/A N/A	N/A	N/A
	By Pass Road Whiitington Road/Beatrice Street	Gobowen Oswestry	Zebra Crossing Single Pelican	329394	330017	LV Plessey	RAG	LV	4	3	n/a	SIEMENS	Three Man	2 23	Ov 2	2 2	4 n/a n/a Grey		XYZ 1	N/A	N/A
	Oswald Road	Oswestry	Single Pelican		329972	Plessey	Ped Head	LV	2	2											
S1007	Castle Street	Oswestry	Single Pelican	328911	329836	LV Peek Peek Peek	RAG Ped Head RAG	LV LV ELV	2 8	LED 2 LED	n/a	SIEMENS	Three Man 946	8 48		2 2 8 8	9 n/a n/a Grey			N/A	N/A Chameleon / MOVA 1
S1008	Church Street/Brook Street	Oswestry	Junction	328875	329293	ELV Peek	RAG	LLV		LED		AGD	540	0 40		0 0	5 IVA IVA BIACK	AGD 200 8 AGD620 8			Chameleon / WOVA
S1010	Church Street Church Street	Oswestry Oswestry	Zebra Crossing Zebra Crossing																		
	Cabin Lane Overton Road	Oswestry St Martin's	Zebra Crossing Zebra Crossing			Dools	DAC	LV	4	LED	2/2	ACD	0.46	2 46		2	2 p/a p/a Plaste	ACD 206 2	N/A N/A	N/A	N/A
S1013	Station Road	Whittington	Single Puffin	332683	330936	LV Peek	RAG	LV	4	LED	n/a	AGD AGD	946 940	2 48	V 2	2 2	2 n/a n/a Black	AGD 206 2 AGD 220 2 AGD 620 2	N/A N/A	IN/A	N/A
S1014	Castle Street	Whittington	Single Pelican	332653	331132	LV Peek Peek	RAG Ped Head	LV LV	4 2	3 2	n/a n/a	Peek	Three Man	2 23	Ov 2	2 2	n/a 2 n/a Grey	AGD 200 2	N/A N/A	N/A	N/A
S1016		Pant St Martins	WigWag Puffin		336361	ELV Peek	RAG	ELV	4	LED		AGD	947	2 48	v 2	2 2	2 Black	AGD 4			
S1018	Ifton School  Woodside CP School  Parter VI Tourne Primers School	St Martin's Oswestry	WigWag WigWag	329272	337227 330236																
S1020	Ruyton-XI-Towns Primary School  Lakelands School  Ellesmere County Primary School	Ruyton-IX-Towns Ellesmere Ellesmere	WigWag WigWag WigWag	339245 339378 339606	334567																
S1022	The Meadows School Beatrice Street, Oswestry	Oswestry Oswestry	WigWag Single Pelican	330309 329253		LV Plessey	RAG	LV	4	3	n/a	SIEMENS	Three Man	2 n/	a n/	/a 2	4 n/a n/a Grey	n/a n/a	N/A N/A	N/A	N/A
S1024	Old Fort Road, Oswestry	Oswestry	Zebra Crossing	329233	329002	Plessey	Ped Head	LV	2	2											
S1026	Upper Brook Street, Oswestry Church Street, Ruyton-XI-Towns A495, Newnes nr Ellesmere	Oswestry Ruyton-XI-Towns Newnes or Ellesmere	Zebra Crossing Zebra Crossing Cattle Crossing	338541	334063																
S1028	A495, Newnes nr Ellesmere Gobowen Infant School Cockshutt Primary School	Newnes nr Ellesmere Gobowen Cockshutt	Cattle Crossing WigWag WigWag		334063 333982 329186																
	English Walls, Oswestry	Oswestry	Single Pelican	329085	329501	LV Siemens Siemens	RAG Ped Head	LV LV	4 2	3 2	n/a	SIEMENS		2 23	Ov 2	2 2	2 n/a n/a Black			N/A	
	Salop Road, Oswestry	Oswestry	Single Pelican	329193	329577	LV Siemens Siemens	RAG Ped Head	LV LV	2	3 2	n/a	SIEMENS		2 23		2 2	2 n/a n/a Black			N/A	N/A
S1032	Oswestry Road	Ellesmere	Single Puffin	339375	334571	LV Peek Siemens	RAG	LV	4	3	n/a n/a	AGD AGD SIEMENS	940 941 Two Man	2 48 3 4 23		2 2 4 n/a	3	AGD 220 2 AGD 620 2 AGD 200 2			N/A N/A
	Leg Street/Cross Street	Oswestry	Junction	329154	329667	LV Peek Siemens	RAG RAG Ped Head	LV LV	2 4	3 2	.,,,	- ILIVILINO	o widii	. 23		ind	a iva biack	7.00 230 2	Stop and 2	.46	
S1035	A495, Aber-Tanat Farm  Morda Road	Llanyblodwel Oswestry Treference	Zebra Crossing	324790	321870																
	Oswestry Road Morda C of E Primary School	Trefonen Morda	Zebra Crossing WigWag	328830	327594	Pook	RAG	IV	E	2	n/a	AGD	ACD 046	2 46	v 3	2 2	n/o 2 n/o Plock	AGD 220 2	N/A N/A	N/A	N/A
S1038	Trimpley Street	Ellesmere	Single Puffin	339640	334903	LV Peek	RAG	LV	5	3	n/a	AGD	AGD 946	3 48		3	n/a 3 n/a Black	AGD 220 2 AGD MVD 2 AGD 600 2	N/A N/A	N/A	N/A
	Weston Rhyn Primary School Scotland Street	Weston Rhyn Ellesmere	WigWag Junction	329027 339645	335966 334622	LV Peek	RAG	LV	8	3	n/a	Peek	Two Man	12 23	Ov 8	8 n/a	6 6 n/a Grey	AGD 206 3	Stop Line 3	N/A	N/A
	Gobowen Road/Oswald Road	Oswestry	Junction	329470	330023	LV Peek	Ped Head RAG	LV LV	8 16	2 LED	n/a	AGD AGD	946 941	14 48	v 1	4 n/a	n/a 20 4 Black	AGD 220 14 AGD 620 14			Chameleon / MOVA 1
	Walford College	Walford	Single Puffin	343518	320635	Peek ELV	RAG	ELV	6	LED		AGD	940 941	3 48	v 2	2 2	n/a 3 n/a Black		Clearview studs 10 Clearview AP 2		Chameleon 1
\$1043	Castle Street	Oswestry	Zebra Crossing																Clearview RP 4		
S1045	B5069, O/S Morda School B5069, The Cross	Morda Gobowen	Zebra Crossing Zebra Crossing																		
S1047	Upper Brook Street  Myddle C of E Primary School  Welshampton C of F School	Oswestry Myddle Welshampton	Zebra Crossing WigWag WigWag	346796 343456	323753																
S1049	Rhos-y-llan Farm A495, Ellesmere, adjacent to column No. 55		Cattle Crossing VAS (30)	331827																	
S1051 S1052	A495, Welsh Frankton approaching from Oswestry A495, Welsh Frankton approaching from Ellesmere		VAS (30) VAS (30)		333186																
S1054	A495, Welshampton East A495, Whittington East	Welshampton Whittington	VAS (30) VAS (30)	332897	335156 331519																
S1056	A495, Whittington West A529, Grange Road, Ellesmere B4398, Llanymynech East	Whittington Ellesmere Llanymynech	VAS (30) VAS (30) VAS (30)	332202 339774 327264	335294																
S1058	B4398, Llanymynech West B5068 Dudleston Heath East	lanymynech  Dudleston Heath	VAS (30) VAS (30)		320929																
S1061	B5068 Dudleston Heath West B5069 Gobowen North	Dudleston Heath Gobowen	VAS (30) VAS (30)	336725 330537	336787 334200																
S1063	B5069 Gobowen South Derwen College	Gobowen Gobowen	VAS (30) VAS (30)	330941	333836 332980																
S1065	A483, Pant North  A483, Pant South  Harmer Hill	Pant Pant Harmer Hill	VAS (30) VAS (30) VAS (30)	327282	332160 321949 322672																
S1067	Middleton Road Unicorn Playing Fields	Oswestry Oswestry	Cycle Counter Cycle & Ped Counter	329650		Solar TDC Systems Ltd LV TDC Systems Ltd															
\$1069 \$1070	Coney Green Meadows School		Cycle & Ped Counter Cycle Counter	329380		LV TDC Systems Ltd															
S1072	NOT ALLOCATED NOT ALLOCATED A41 Woore	Woore	VAS (Bends)	373024	342365																
	Shrewsbury Road/Alexandra Road	Market Drayton	Single Pelican	366732	333835	LV Plessey Plessey	RAG Ped Head	LV LV	4 2	3 2	n/a	SIEMENS	Three Man	2 23	Ov 2	2 2	2 n/a n/a Grey	n/a n/a	XYZ 2	N/A	N/A
	Frogmore Road	Market Drayton	Single Pelican	367363	334227	LV GEC	RAG Ped Head	LV	4 2	3 2	n/a	GEC	Three Man	2 23	Ov 2	2 2	2 n/a n/a Grey	n/a n/a	N/A N/A	N/A	N/A
S2005	Towers Lawn Smithfield Road	Market Drayton  Market Drayton	Zebra Crossing Zebra Crossing			Peek	RAG	ELV	6	n/a	n/a	Δad	946	6 40	W C	6 6	5 3 n/a Black	AGD 6	Cleaniew stude 44	Pael	Chameleon / MOVA 1
	A53/B5063 Junction A529, Hinstock	Shawbury Hinstock	Junction VAS (30)	355835 369260	321279 326941	ELV Peek	Ped Head			n/a n/a	n/a	Agd	340	6 48		6 6	5 3 n/a Black	AGD 6	Clearview AP 3		S. amoreott / IVIOVA
S2008	High Street Brownlow Street	Wem Whitchurch	Zebra Crossing Single Pelican	354497	341648	LV Plessey	RAG	LV	4	3	n/a	Siemens	Three Man	2 23	Ov 2	2 2	2 n/a n/a Grey	n/a n/a	XYZ 2	N/A	N/A
	Brownlow Street  Brownlow Street/Five Ways	Whitchurch	Junction	354497	341548	ELV Plessey Peek	Ped Head RAG	LV ELV	2 10	2 LED	n/a 0	AGD	946	12 48	v 1	0 10	4 10 n/a Black	AGD 226 10	Clearview studs 16	Peek	Chameleon / MOVA 1
	Brownlow Street/St John's Street	Whitchurch	Single Pelican	354402	341736	LV Microsense Microsense	RAG Ped Head	LV LV	5	3	n/a n/a	AGD Microsense	941 Three Man	3 23	Ov 3	3 3	3 n/a n/a Grey	AGD 206 12 Microsense mvd 2		N/A	N/A
S2012	Castle Hill	Whitchurch	Zebra Crossing		04014	Placeay	RAG	LV	4	3	n/a n/a	SIEMENS	Three Man	2 23	Ov 3	2 2	2 n/a n/a Grey	n/a n/a	XYZ 2	N/A	N/A
S2014	A51, London Road  Hodnet County Primary School	Woore Hodnet	Single Pelican WigWag		342141 328019	LV Plessey	Ped Head	LV	2	2				20			- City	11/4	SDE 2	N/A	
S2016	Market Drayton Junior School The Grove School, Market Drayton	Market Drayton Market Drayton	WigWag WigWag	368052	333845 334446																
S2018	Stoke on Tern Primary School Adderley C of E Primary School A41 Blechley Dual Carriageway (Fast) at Castle PH	Stoke on Tern Adderley A41 Blechley Dual Carriageway	WigWag WigWag VAS (Bends)	365968	328450 340189 334071																
S2020	A41 Blechley Dual Carriageway (East) at Castle PH A41 Blechley Dual Carriageway (West) near Aychly Fa Soulton Road, O/S Station Lodge		VAS (Bends)  VAS (Bends)  VAS (Level Xing)	360928	334071 334237 329079																
S2022 S2023	A529, Adderley at entrance to school A41, Sandford South	Adderley Sandford	VAS (30) VAS (Bends)	365803 358308	340307 334001																
S2024 S2025	A41, Sandford North Lower Heath C of E School	Sandford Lower Heath	VAS (Bends) WigWag	357791 357495	334224 332717																
S2027	A41, Sandford  A49, Preston Brockhurst  A49, South of Weston Crossroads	Sandford Preston Brockhurst Weston Under Redcastle	Cattle Crossing Cattle Crossing Cattle Crossing	353783	324644																
S2029	A49, South of Weston Crossroads A525, Whitchurch By-Pass "A" A525, Whitchurch By-Pass "B"	Weston Under Redcastle  Whitchurch  Whitchurch	Cattle Crossing Cattle Crossing Cattle Crossing	355488	340823																
	Whixall Primary School	Whixall		350483																	

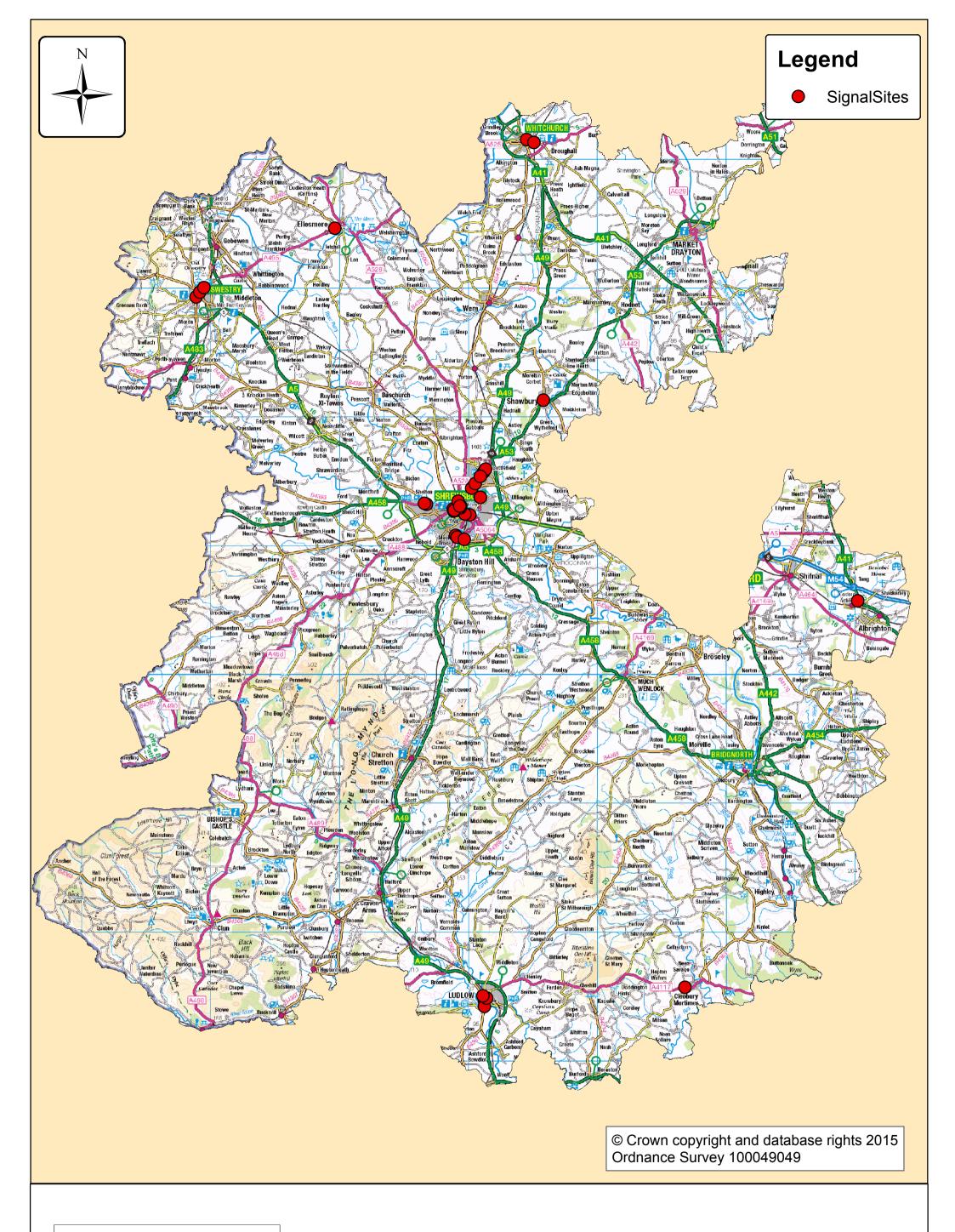
0.75								SIGNAL	SIGNAL	SIGNAL	No. OF T/H			PUSH BUT	FON UNITS	/TACTILES	AUDIBLES			SIGNAL P	OLES		ABOVE GROUND DE	TECTION	LOOP DETEC	TION	OUT	/ OMU / MOVA
CODE	SITE NAME	LOCATION	EQUIPMENT TYPE	EASTING	NORTHING	ELV/	MANUFACTURER	EQUIPMENT TYPE	EQUIPMENT VARIANT	EQUIPMENT QTY	LAMPS PER HEAD	No. OF TUBES PER HEAD	PBU MAKE	PBU TYPE	PBU QTY	TACTILE TYPE	TACTILE QTY	AUDIBLE QTY	4mtr STD	4mtr CRANK	STUB	COLOUR	TYPE	QTY	TYPE	QTY N	MAKE	TYPE QTY
S2032	The White House School	Whitchurch	WigWag	354861	340138																							
S2033	Heathbrook Farm, A53, Woolerton	Heathbrook Farm, A53, Woolerton	Cattle Crossing	362678	328706																							
S2034	Sedgeford	Whitchurch	Single Pelican	354467	340965	LV	Microsense	Ped Head	LV	2	2																	
32034	Seugeloid	WillCharch	Single Felican	334407	340903	LV	Microsense	RAG	LV	6	3	n/a	Microsense	Three Man	4	230v	4	4	n/a	4	n/a	Grey	Microsense mvd	2	N/A	N/A	N/A	N/A
S2035	Alexandra Road	Market Drayton	Zebra Crossing																									
S2036	Bridgewater Street, Whitchurch	Bridgewater Street, Whitchurch	Single Pelican	354490	341350	LV	Peek	RAG	LV	4	3	n/a	Peek	Three Man	2	230v	2	2	2	n/a	n/a	Grey	AGD MVD	2	N/A	N/A	N/A	N/A
32030	Bridgewater Street, Writtchdich	Bridgewater Street, Writterfulch	Single Felican	334490	341330	LV	Peek	Ped Head	LV	2	2	n/a																
S2037	School Bank	Hinstock	Zebra Crossing																									
S2038	Dodington	Whitchurch	Zebra Crossing																									
S2039	Whitchurch Junior School	Whitchurch	WigWag	354794	341389																							
							Siemens	RAG	LV	7	3	0	SIEMENS	Two Man	2	230v	2	2	4	2	0	Grey	Siemens mvd	1	XYZ	2	N/A	N/A
S2040	Waymills Road	Whitchurch	Junction	355106	341287	LV		Ped Head	LV	2	2	0													SDE	2		
																									Stop Line	1		

												DI ICU DI IT	TON UNITS /	TACTII EQ /	ALIDIBLES		SIGNAL POLES		ABOVE GROUND DE	TECTION	LOOP DETECTION	M I	OUT / OMU / MOVA
SITE CODE SITE NAME	LOCATION	EQUIPMENT TYPE	EASTING	NORTHING	LV / MANUFACTURER	SIGNAL EQUIPMENT	SIGNAL EQUIPMENT VARIANT		No. OF T/H LAMPS PER	No. OF TUBES PER HEAD	PBU MAKE		PBU	TACTILE		4mtr STI	O 4mtr CRANK STUB C		TYPE	QTY		QTY MAKE	TYPE QTY
S2041 Wem Road	Shawbury	Single Toucan	355864	321922	LV Siemens	TYPE RAG	LV	QTY 6	HEAD 3	n/a	SIEMENS	Touchan	QTY 4	TYPE 230v	2 2	4	n/a n/a	Grey	AGD 220	2	SDE	2 N/A	N/A
S2042 Prospect Road	Market Drayton	Zebra Crossing	000001	OL TOLL	Siemens	PED + Cycle	LV	2	3												XYZ	2	
S2043         Maer Lane           S2044         Adderley Road	Market Drayton  Market Drayton	Zebra Crossing Zebra Crossing																					
S2045 Clive C of E Primary School S2046 Aston Street	Clive Wem	WigWag Single Toucan	351578 351735	324308 329044	LV Peek	RAG	LV	4	3	n/a	AGD	942	2	48v	2 2	2	n/a 2	Grey	AGD 220	2	XYZ	2 N/A	N/A
S2047 London Road	Whitchurch	Single Toucan	354018	341858	Siemens	RAG	ELV	4	LED	n/a		941 Touchan Combine		48v	4 2	n/a	2 2	Black	Siemens mvd	2	N/A	N/A N/A	N/A
S2048 Frogmore Road	Market Drayton	Zebra Crossing	334016	341636	LLV						Siemens	Push Button Unit	1 2						Siemens Oncrossing Siemens Kerbside				
S2049 Stafford Street S2050 New Street	Market Drayton New Street, Wem	Zebra Crossing Zebra Crossing Zebra Crossing																					
S2051 St Peter's C of E Primary School	Wem	WigWag		329318	Peek	RAG	ELV	4	LED		AGD	946	2	48v	2 2	n/a	4 n/a	Black	AGD 226	2		Peek	Chameleon 1
S2052 A53 Shawbury S2053 Hadley Lodge	Shawbury  Hadley Lodge	Single Puffin  Cattle Crossing	355909 351884	321314 341210	ELV								_						AGD 206	2			
S2054 A529, Lockley Wood S2055 A529, Woodeaves North	Lockley Wood Woodeaves	VAS (40) VAS (40)		328241 331892																			
S2056 A529, Woodeaves South S2057 B5476, Wem	Woodeaves Wem	VAS (40) VAS (30)		330495 329747																			
S2058 Wollerton S2059 By Sarecens Pub	Wollerton Hadnall	VAS (30) VAS (30)		329994 320118																			
\$2060         Wem Road           \$2061         Shrewsbury Street	Shawbury Hodnet	VAS (30) VAS (30)	361500	321684 328150																			
S2062 Prees Heath Road S2063 Station Road	Tilstock Prees	VAS (30) VAS (30)	354842	337882 333560																			
S2064         Adderley           S2065         Halton Way	Adderley Whitchurch	VAS (30) Cycle Counter		340163 340777																			
\$2066 NOT ALLOCATED \$4001 A442, Norton	Norton	VAS (30)	372915	300212																			
S4002 Hospital Street/St Johns Street	Bridgnorth	Single Pelican	372156	292928	LV Peek Peek	RAG Ped Head	LV LV	4 2	3 2	n/a	Peek	Three Man		230v	2 2	n/a			AGD 200	2		N/A N/A	
S4003 Bridge Street	Bridgnorth	Single Puffin	371924	293000	LV Peek	RAG	LV	4	3	n/a	AGD AGD	940 941 Three Man	2 2	48v	2 2	n/a	2 n/a		AGD 200 AGD 220	2		N/A N/A	N/A
S4004 A458/A422	Bridgnorth	Dual Pelican	372168	292317	LV Microsense Microsense Microsense	RAG Ped Head RAG	LV LV	8 4 4	2	n/a n/a	Microsense	Three Man	2	230v 48v	4 n/a	8	n/a n/a		AGD 200	2		N/A N/A	N/A N/A
S4005 Kidderminster Road	Bridgnorth	Single Puffin	372149	292559	LV	INAU	LV	-	,	IVa	AGD	340	2	TOV	2		iva IVa	Sicy	AGD 200 AGD 220 AGD 620	2 2	IN/A	IN/A	14/1
S4006 RAF Cosford/Newport Road	Cosford	Junction	380252	305698	Peek ELV Peek	RAG	ELV	21	LED	n/a	AGD	947	36	48v	18 n/a	5	16 17	Black	AGD 226	18	Clearview Studs Repeaters		Chameleon / MOVA 1
S4007 High Street	Highley	Zebra Crossing			Peek																Access Point		
S4008 Victoria Road	Shifnal	Single Pelican	374863	307673	LV Plessey Plessey	RAG Ped Head	LV LV	6 2	3 2	n/a	SIEMENS			230v	2 2	3	n/a n/a		n/a	n/a		2 N/A	
S4009 Broadway	Shifnal	Single Pelican	374911	308163	LV Plessey Plessey	RAG Ped Head	LV	4 2	3 2	n/a	SIEMENS	Three Man	2	230v	2 2	2	n/a n/a	Grey	AGD 200	2	N/A	N/A N/A	N/A
S4010 A5 Watling Street at Hare & Hounds PH S4011 A5 Watling Street, west of Village Farm	Crackley Bank Crackley Bank	VAS (Junc) VAS (Junc)		310896																			
S4012 John Wilkinson School S4013 Morville County Infants School	Broseley Morville	WigWag WigWag		301436 294134																			
S4014 Underhill Street	Bridgnorth	Single Puffin	371801	292992	LV	RAG	LV	5	3	n/a	AGD	946	3	48v	3 2	3	n/a n/a	Black	AGD 200 AGD 220	2	XYZ	1 N/A	N/A
S4015 Avenue Road, Opp Forresyers Arms PH	Broseley	VAS (Junc)		301297															AGD 620	2			
S4016 Adjacent to Clogs Bank Farm S4017 Adjacent to St Andrews Church	Button Oak Button Oak	VAS (40) VAS (40)	375559	278085 277893																			
S4018 B4555, at Glendale S4019 Bridgnorth Road, on Column No.35 S4020 Woodhill Road on Column No.6	Knowlesands Highley Highley	VAS (30) VAS (30) VAS (30)	373889	290259 289989 284586																			
S4021 Ironbridge Road, at Petrol Station S4022 Stourbridge Road	Highley Broseley	VAS (Junc) VAS (Bends)	368017	301461 292290																			
S4023 Barretts Hill S4024 Outside the Kingsleys	Bridgnorth  Broseley  Stottesdon	VAS (30) VAS (30)		302120																			
S4025 Ironbridge Road	Broseley	Single Puffin	367973	301401	ELV Peek	RAG	ELV	5	LED	n/a	AGD AGD	940 941	3 3	48v	3 3	n/a	3 n/a	Grey	AGD 620 AGD 220	2 2	MVD	2 N/A	N/A
S4026 New Road	Much Wenlock	Single Puffin	362147	300042	LV Siemens	RAG	LV	5	3	n/a	AGD	946	2	48v	2 2	n/a	3 n/a	Grey	AGD 220	2		2 N/A 2	N/A
S4027 Cross Road S4028 Hollybush Road	Albrighton Bridgnorth	Zebra Crossing Zebra Crossing																					
S4029 Oldbury Wells S4030 Bradford Street	Bridgnorth Shifnal	Zebra Crossing Zebra Crossing																					
S4031         Pound Street           S4032         A41, Cosford	Bridgnorth Cosford	Zebra Crossing Cycle Counter	380415	305404	Solar CA Traffic																		
S4033 Whitburn Street S4034 Hollybush Road, Bridgnorth	Bridgnorth Bridgnorth	Zebra Crossing Zebra Crossing																					
S4035 Broseley C of E Primary School S4036 Innage Lane	Broseley Bridgnorth	WigWag Zebra Crossing		302093																			
S4037 Barrow C of E Primary School S4038 Old Smithfield Road	Barrow	WigWag	365886 371433	300099 293321	Siemens	RAG	LV	4	3	n/a	AGD AGD	940 941	2	48v	2 2	n/a	2 n/a	Grey	AGD 206 AGD 220	2	N/A	N/A Siemens	OMU 1
	Bridgnorth	Single Puffin	3/1433	293321	Peek	PAG	ELV/	7	CISTED	n/a			2	400	2	n/o	4 0/2	Plack	AGD 620	2	N/A	N/A	N/A
S4039 Ludlow Road S4040 Old Smithfield Road	Bridgnorth Bridgnorth	Single Puffin Zebra Crossing	370675	292959	ELV Peek	RAG	ELV	-	CLS LED	n/a	AGD AGD	920 921	4	48v	2	n/a	4 n/a	DIGUN	AGD 220 AGD 640	2	IN/A	N/A	IVA
S4040   Highley C of E PrimaryWig wag S4042   A464, Wolverhampton Road	Highley Shifnal	WigWag  Puffin		284086 307178	ELV Peek	RAG	ELV	4	LED		AGD	947	2	48v	2 2		2	Black	AGD	6		PEEK	Chameleon 1
S4042 A458, Much Wenlock North S4044 A458, Much Wenlock South	Much Wenlock Much Wenlock	VAS (Camera) VAS (Camera)	361802								,,,,,,	5.7					-		,,,,,,	Ĭ			
S4045 A4169, Much Wenlock North S4046 A4169, Much Wenlock South	Much Wenlock Much Wenlock	VAS (30) VAS (30)	362394	300960 300478																			
S4047 A454, Hilton S4048 Daddlebrook Road	Hilton Alverley	VAS (30) VAS (30)	377423 376215	295265 284545																			
S4049 Knowlsands North S4050 Knowlsands South	Knowlsands Knowlsands	VAS (40) VAS (40)	371990 371954	291642 291211																			
S4051 Ludlow Road East S4052 Ludlow Road West	Bridgnorth Bridgnorth	VAS (40) VAS (40)		293007 293153																			
S4053 Stourbridge Road,Bridgnorth S5001 B4380, West of Bridge	Bridgnorth Atcham	VAS (Junc)		309376																			
\$5002 B4380, East of Bridge \$5003 NOT ALLOCATED	Atcham	VAS (Junc)		309307																			
S5004 A458, Outside House No, 29 S5005 St Thomas & St Ann Coff School	Cressage Hanwood	VAS (30) WigWag	343658	303829 309387																			
S5006 Minsterley Primary School S5007 Stiperstones C of E Primary School S5008 Play Group Poul Minsterley	Minsterley Stiperstones Minsterley	WigWag WigWag	33/438	304585																			
S5008         Plox Green Road, Minsterley           S5009         A458, Cross Houses           S5010         Worthen C of E Primary School	Minsterley Cross Houses Brockton & Worthen	Zebra Crossing Zebra Crossing WigWag	333400	304577																			
S5010 Wormen C of E Primary School S5011 A488 Hanwood Village	Hanwood	WigWag Single Puffin	343981	309468	ELV Peek	RAG	ELV	5	LED	n/a	AGD	946	2	48v	2 2	1	2 n/a	Black	Clearview AP AGD 226		Clearview RP 8yr Clearview Studs		Chameleon 1
S5012 Lythwood Road, Bayston Hill S5013 B4380 Holyhead Road Opposite Aspendale	Bayston Hill Bicton	Zebra Crossing VAS (30)	344942	314555																	vidus	-	
S5014 A488, Minsterley North - south of C allow Crescent S5015 A488, Minsterley North - north of Willow Park	Minsterley Minsterley	VAS (Variable) VAS (Variable)	337503	304721 304724																			
S5016 A458, Cressage opposite House No. 11 S5017 NOT ALLOCATED	Cressage	VAS (30)		304284																			
S5018	Albrighton Annescroft	VAS (30) VAS (30)		318302 307841																			
S5020   B4380, Buildwas   S5021   B5062, Haughton Crossroads	Buildwas Haughton	VAS (30) VAS (Junc)	363771 355240	304676 315756																			
S5022 B4380, Holyhead Road, Montford Bridge outside Lynde S5023 A488, Hanwood South		VAS (30) VAS (Bridge)	343066 341915	315459 307945																			
S5024 A488, Hanwood North S5025 A488, Minsterley South - opposite school	Hanwood Minsterley	VAS (Bridge) VAS (Variable)	345641 337430	310352 304557																			
S5026 A488, Minsterley South - outside school S5027 Condover	Minsterley Condover	VAS (Variable) VAS (30)	349387	304562 306332																			
S5028 A49, Dorrington south of Oakvale Court S5029 A49, Dorrington south of The Bank	Dorrington Dorrington	VAS (30) VAS (30)	347818	303111 302889																			
S5030 A458, Ford West adjacent to Dinkies Dinner S5031 A458, Ford East outside The Cottage	Ford Ford	VAS (40) VAS (40)		313213 313285																			

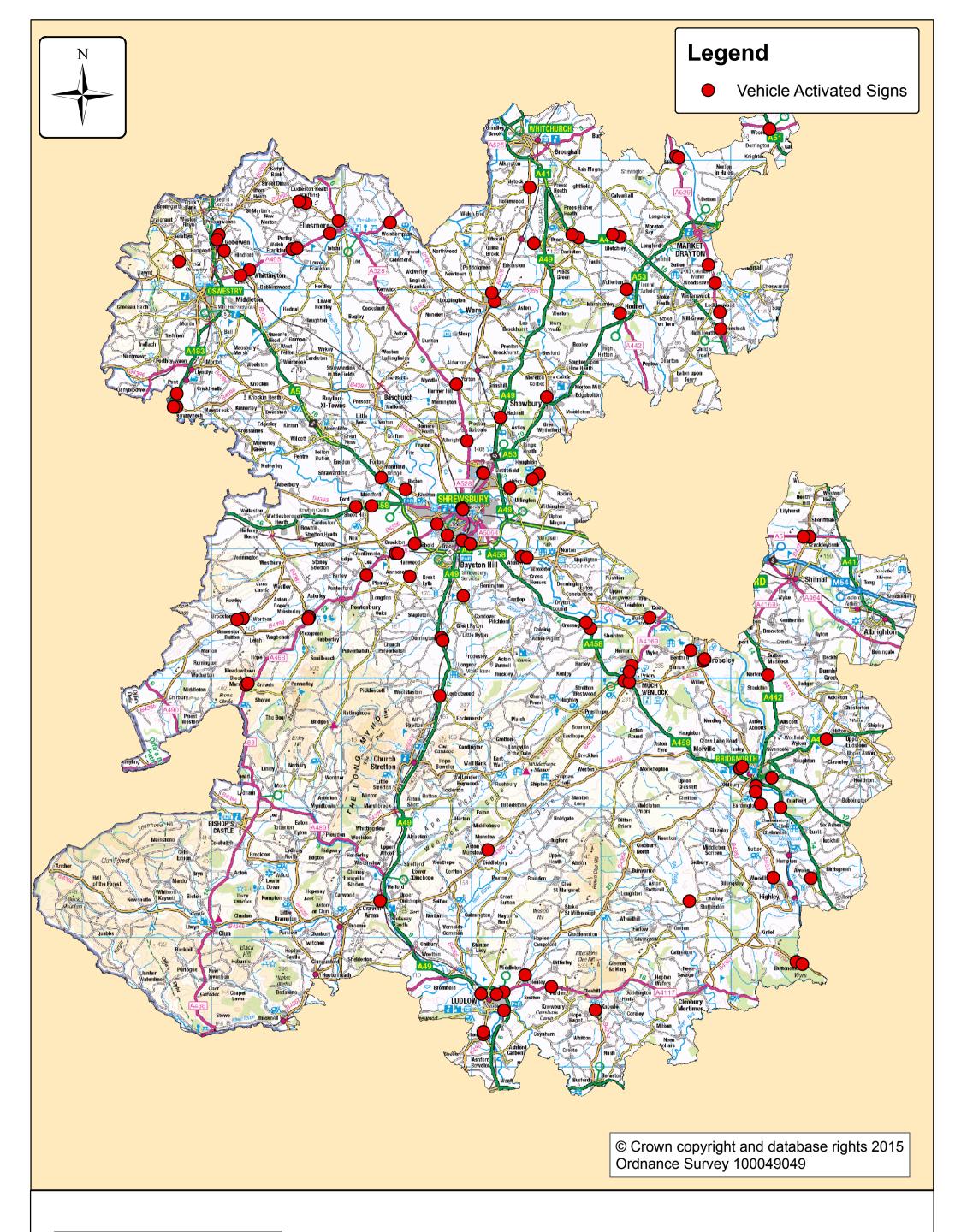
								SIGNAL	SIGNAL	SIGNAL	No. OF T/H			PUSH BUTT	TON UNITS	/TACTILES/	AUDIBLES			SIGNAL	POLES		ABOVE GROUND DE	TECTION	LOOP DETEC	TION	OUT/ON	MU / MOVA
SITE	SITE NAME	LOCATION	EQUIPMENT TYPE	EASTING	NORTHING	LV / ELV	MANUFACTURER	EQUIPMENT TYPE	EQUIPMENT VARIANT	EQUIPMENT QTY	LAMPS PER HEAD	No. OF TUBES PER HEAD	PBU MAKE			TAOTUE	TACTILE QTY	AUDIBLE QTY	4mtr STD			COLOUR	TYPE	QTY	TYPE	QTY M		TYPE QTY
S5032	A488, Hanwood outside the Cock Inn	Hanwood	VAS (30)	344161	309624																							
S5033	A488, Hanwood outside St Thomas's Church	Hanwood	VAS (30)	344345	309622																					T		
S5034	B5062 Haughmond Hill adjacent to Woodland Timer	Haughmond Hill	VAS (50)	353000	314685																							
S5035	B5062 Haughmond Hill east of RUFC entrance	Haughmond Hill	VAS (50)	354734	315343																					T		
S5036	A49, Leebotwood adjacent to Leebotwood Bridge	Leebotwood	VAS (40)	347584	298619																							
S5037	NOT ALLOCATED																									T		
S5038	NOT ALLOCATED																											
S6001	School Road	Craven Arms	Zebra Crossing																							T		
56003	The Bull Ring/King Street	Ludlow	Junction	351248	274694	LV	Siemens	RAG	LV	4	3	n/a	SIEMENS	Two Man	2	230v	2	2	2	2	n/a	Black	AGD 200	4	Stop Line	2 1	N/A	N/A
30002	The Bull King/King Street	Eddlow	Junction	331240	274094	LV	Siemens	Ped Head	LV	2	2																	
56003	Ludford Bridge	Ludlow	Junction	351260	274211	FLV	Peek	RAG	ELV	6	LED	n/a	AGD 946	946	2	48v	2	2	5	n/a	n/a	Black	Trafficam	4	Clearview Studs		eek Chamel	leon / MOVA 1
30003	Eddiold Blidge	Ludiow	Junction	331200	2/42/1	LLV																	AGD 605	2	Clearview RP 8y	r 6		

SITE	SITE NAME	LOCATION	EQUIPMENT TYPE	FASTING	NORTHING	LV / MANUFACTURER	SIGNAL EQUIPMENT	SIGNAL EQUIPMENT	SIGNAL EQUIPMENT	No. OF T/H LAMPS PER	No. OF TUBES			ON UNITS / TACTILES /			POLES	ABOVE GROUND DET				DUT / OMU / MOVA
CODE						Plessey	TYPE RAG	VARIANT LV	QTY 6	HEAD 3	PER HEAD	PBU MAKE Siemens	PBU TYPE Two man	QTY TYPE  4 230v	TACTILE QTY AUDIBLE QTY  4  4	4 4 2	IK STUB COLOUR	TYPE n/a	QTY n/a		MAKE N/A	TYPE QTY
S6004 (	Gravel Hill/Station Drive	Ludlow	Junction	351431	274848	LV Peek Plessey Plessey	RAG +GA Ped Head RAG	LV LV	4 7	2 3	n/a	SIEMENS	Two Man	4 230v	4 n/a	5 1	n/a Black	AGD 206	3	Stop Line 3	N/A	N/A
	Station Road/Corve Street  St Georges Primary School	Ludlow	Junction	351134	275028	LV Plessey Plessey	Ped Head Green Arrow	LV LV	4	2										Call cancel 1		
S6007 L	Ludlow C of E School Sandford Avenue	Ludlow Church Stretton	WigWag WigWag Single Pelican	000001	275821 293711	I V Siemens	RAG	LV	4	3	n/a	SIEMENS	Three Man	4 230v	2 2	2 n/a	n/a Grey	AGD 200	2	N/A N/A	N/A	N/A
S6009 (	Clee Hill School	Clee Hill	WigWag	359259	275196	Siemens	Ped Head	LV	2	2								AGD 220	2			
S6010 C	Church Stretton C of E School Clee Hill	Church Stretton Clee Hill	WigWag Single Puffin	345480	294431	ELV Peek	RAG	ELV	4	LED		AGD	946	2 48v	2 2	n/a 2	n/a Black	AGD 226 AGD 640	2 2	AGD 206 2	Peek	Chameleon 1
	Bitterley C of E Primary School  Ludlow Infant School	Bitterley Ludlow	WigWag WigWag		277411 275353																	
S6014 (	Corvedale Road	Craven Arms	Single Puffin	343407	282817	LV Peek	RAG	LV	4	3	n/a	AGD AGD	941 940	2 48v 2	2 2	1 1	n/a Black	AGD 200 AGD 220 AGD 620	2 2 2	N/A N/A	N/A	N/A
	A456, Worcester Road	Burford	Single Puffin	359585	268655	ELV Peek	RAG	ELV	5	n/a	n/a	AGD	941 946	1 48v	3 2	3 n/a	n/a Grey	AGD 206 AGD226	2	N/A N/A	N/A	N/A
S6017 E	Bromfield Road  Lower Galdeford	Ludlow Ludlow Ludlow	Zebra Crossing Zebra Crossing Zebra Crossing																			
S6019 A	A4117, Rocks Green, East of Keswick	Rocks Green	VAS (40)		275746	Peek	RAG	LV	8	3	n/a	n/a	n/a	n/a n/a	n/a n/a	5 2	n/a Grey	AGD 200	2	XYZ 1		
	_udlow Road/Catherton Road	Cleobury Mortimer	Junction	366828	275697	LV	RAG	LV	6	MK4 LED	n/a	AGD	942	2 48v	2 2	4 n/a	n/a Grey	AGD 220	2	SDE         1           Stop Line         2           XYZ         1	N/A	N/A
	A4117 Rocks Green Station Drive	Rocks Green	Single Toucan Single Puffin	352327	275647	LV Peek Peek ELV Peek	RAG	ELV	8	LED	n/a	AGD AGD	941	4 2 48v	2 2	n/a 4	n/a Grev	AGD 620	2	SDE         1           Stop Line         1           XYZ         2	N/A	N/A
S6023 (	Chruch Street Foldgate Lane	Cleobury Mortimer Ludlow	Zebra Crossing Zebra Crossing	331203	273040	Peek Peek	ICAC	LLV	Ů	LED	TVC	AGD	340	2 400	2	104 4	Tiva City	AGD 220	-	XIE E	197	1975
S6026 S	ydbury North C of E Primary School St Mary's C of E Primary School	Lydbury North Westbury	WigWag WigWag	335627		Peek Peek																
S6028 E	Bishop Hooper C of E Primary, Caynham Bishops Castle Community College Norbury C of E Primary School	Caynham  Bishops Castle  Norbury	WigWag WigWag WigWag		273060 288451 292301	Peek Peek Peek																
S6032 C	Overton Road, Ludlow opp Quebb Cottages Overton Road, Ludlow north of Southfields	Ludlow Ludlow	VAS (Junc) VAS (Junc)	350954 350949	272472 272676																	
S6034 E	34386, Worthen opposite Methodist Church 34386, Worthen west of Brockton Meadow 34364 Middleton opposite Paddock Side	Worthen Worthen Middleton	VAS (30) VAS (30) VAS (30)	332383 331942 354164	304503																	
S6037 E	34368 Aston Munslow outside Longacre 34368, Clun Road, Craven Arms adjacent to Greenfield	Aston Munslow Carven Arms	VAS (30) VAS (30) VAS (30)		286726																	
S6039 E S6040 H	Bromfield Road, Ludlow outside Southlock Henly Road, Ludlow adjacent to No. 61	Ludlow Ludlow	VAS (30) VAS (30)	350763 351967	275608 275565																	
S6042 S	Sheet Road, Ludlow opposite Pengwern  Stiperstones Primary School  A488, south-west of Shelve Crossroads	Stiperstones Shelve Crossroads	VAS (30) WigWag VAS (Junc)	336193	274330 300355 299428																	
S6044 /	A488, north-east of Shelve Crossroads A4117, Angel Bank, Ludlow Road	Shelve Crossroads Angel Bank	VAS (Junc) VAS (Bends)	332769	299587 276150																	
S6047 S	34214, Tenbury Road Sheet Road	Knowle Ludlow	Cycle & Ped Counter	352664	274366 274311	TDC Systems Ltd																
	Fower Street Bromfield Road	Ludlow Ludlow Ludlow	Cycle & Ped Counter Cycle & Ped Counter Cycle Counter			TDC Systems Ltd TDC Systems Ltd Solar CA Traffic																
S6051	NOT ALLOCATED NOT ALLOCATED																					
S7001 E	Belle Vue Road/Trinity Street	Shrewsbury	Single Pelican	349634	311848	LV Plessey Plessey Peek	RAG Ped Head RAG	LV LV LV	2 4	3 2 CLS LED	n/a n/a	SIEMENS	Three Man	2 230v 2 48v	2 2	2 n/a	n/a Black	AGD 200	2	N/A N/A	N/A N/A	N/A N/A
S7002	Belle Vue Road/Betton Street	Shrewsbury	Single Toucan	349744	312024	LV		LV	4	CESTED	IVa	AGD	942	2	2 2	Z IIVa	Tiva Black	AGD 620 AGD 220	2 2			
	Longden Coleham Roman Road/Hereford Road	Shrewsbury Shrewsbury	Single Pelican  Junction	349520 349023	312085 310777	LV Plessey Plessey LV Peek	RAG Ped Head RAG	LV LV	5 2	3 2	n/a	SIEMENS	,	2 230v	2 2 n/a	3 n/a 5 n/a	n/a Black	AGD 200	n/a		N/A n/a	N/A
	Mytton Oak Road	Shrewsbury	Single Toucan	346497	312416	ELV Peek	RAG	ELV	4	CLS LED	n/a n/a	AGD AGD	947 942	4 48v 4	2 2	n/a 2	2 Black	AGD 226 AGD	2 2	N/A N/A	N/A N/A	n/a N/A
67006	Disherington Dead/Mount Diseases	Shrewsbury	lunation	350273	314437	Peek Peek Peek Peek	RAGA RAG	ELV ELV	2	n/a n/a		AGD	Puffin	4 48v	4 n/a	3 4	n/a Black	AGD Oncrossing		Clearview studs 17 Clearview AP 3	Peek	Mova 1
37000	Ditherington Road/Mount Pleasant	Sillewsbury	Junction	330273	314437	LLV FGGK	Box sign	ELV	2	n/a n/a n/a	2									learview RP 2yr 9		
S7007 S	Spring Gardens/Comet Drive	Shrewsbury	Single Toucan	350161	314168	LV Peek	RAG	LV	4	3	n/a	AGD AGD	947 942	4 48v 2	2 2	n/a 2	2 Black	AGD 206 AGD 220 AGD 620	2 2 2	N/A N/A	N/A	N/A
S7008 S	Spring Gardens/Sultan Drive	Shrewsbury	Single Pelican	349925	313790	LV Plessey	RAG Ped Head	LV LV	4 2	3 2	n/a n/a	SIEMENS	Three Man	2 230v	2 2	2 n/a	n/a Grey	n/a	n/a	SDE 2	N/A N/A	N/A N/A
S7009 0	Copthorne Road	Shrewsbury	Single Puffin	347734	312761	LV	RAG	LV	4	3	n/a	AGD	946	2 48v	2 2	2 n/a	n/a Grey	AGD 200 AGD 220 AGD 620	2 2	SDE 1 XYZ 1	N/A	N/A
S7010 F	Featherbed Lane/Harlescott Lane	Shrewsbury	Single Pelican	351791	315295	LV Plessey Plessey	RAG Ped Head	LV LV	4 2	3 2	n/a	SIEMENS	Three Man	2 230v	2 2	2 n/a	n/a Grey	n/a	n/a	SDE 2 XYZ 2	N/A	N/A
S7011	Harlescott Cross Roads	Shrewsbury	Junction	351183	315683	ELV Peek	RAGA	ELV	22	CLS LED	n/a	AGD AGD	947 942	60 48v 40	20 n/a	1 34	5 Black	AGD 226 AGD 640	20	Clearview Studs 42 Clearview AP 4 learview RP 2yr 9		Mova 1
	Pritchard Way	Shrewsbury	Cycle Counter		311758	Peek	RAG	ELV	4	LED	n/a	AGD	941	2 48v	2 2	2 n/a	n/a Grey	AGD 200	2			Chameleon 1
	Whitchurch Road/Windermere Road Whitchurch Road/Morrisons	Shrewsbury	Single Puffin  Junction	350720 350549	315017 314799	ELV Peek	RAG	ELV	9	n/a	n/a	AGD n/a	940 n/a	n/a n/a	n/a n/a	7 n/a	n/a Grey	AGD 220 AGD 620 n/a	2 2 n/a	XYZ 3	Peek	Chameleon 1
	Battlefield Road/Arlington Way	Shrewsbury	Junction	351352	315922	Peek Peek ELV Peek	RAG RAG	ELV ELV	13	n/a LED	n/a	Peek	Two Man	16 48v	16 n/a	12 5	4 Grey	AGD 200	2	SDE 2 XYZ 5	Peek	Chameleon 1
	Hereford Road	Shrewsbury	Dual Toucan	349061	310447	Peek Peek LV	Ped head RAG	ELV LV	12 8	LED CLS LED	n/a	AGD	947	8 48v	4 n/a	8 n/a	n/a Black		4	Stop Line 3 SDE 4	N/A	N/A
-	Meole Brace Island	Shrewsbury	Junction	349133	310636	LV GEC Peek	RAG RAG	LV LV	22	3	n/a	AGD n/a	942 n/a	n/a n/a	n/a n/a	23 n/a	n/a Grey	AGD 220 n/a	4 n/a	XYZ 4 XYZ 8 SDE 4	N/A	N/A
S7018	Monkmoor Road/Clive Road	Shrewsbury	Single Pelican	350970	313444	LV Peek Peek	RAG Ped Head	LV LV	4 2	3 2	n/a	Peek	Three Man	2 230v	2 2	2 n/a	n/a Grey	AGD 200	2	N/A N/A	N/A	
S7019	Monkmoor Road/Tankerville Road	Shrewsbury	Single Toucan	350301	312754	ELV Peek	RAG	ELV	4	0	0	AGD AGD	AGD942-600-000 AGD 947	2 48V 3	2 2	0 4	0 Black	AGD206-200-000 AGD640-500-000 AGD 226	2 2 2	0 0	N/A	N/A
S7020	Monkmoor Road/Whitehall Road	Shrewsbury	Single Pelican	350186	312491	LV Peek Peek	RAG Ped Head		2	3 2	n/a	Peek	Three Man	2 230v	2 2	n/a 2	n/a Grey	AGD 200	2		N/A	N/A
S7021	Abbey Foregate/Monkmoor Road	Shrewsbury	Junction	350120	312365	ELV Peek	RAG	ELV	9	LED	n/a	AGD AGD	946	12 48v	12 n/a		4 Black	AGD 316 AGD 640 AGD 226	12 C	Clearview AP 3 Clearview studs 16 learview RP 2yr 6		
S7022	Noodcote Way	Shrewsbury	Single Puffin	351036	313625	LV Siemens	RAG	LV	4	3	n/a	AGD	946	2 48v	2 2	2 n/a	n/a Grey	AGD 220 AGD 620 AGD 200	2 2 1	XYZ 1	N/A	N/A
67000					313190	LV Peek	RAG RAG	LV LV	4 3	3 LED	n/a	n/a	n/a	n/a n/a	n/a n/a	7 n/a	n/a Black	n/a	n/a	XYZ 4 SDE 3		N/A
5/023	Shelton Road/The Mount, (Shelton A)	Shrewsbury	Junction	346764	313190				1		i i	<u> </u>	n/a	<del>                                     </del>	2/2 2/2	8 n/a		1	1 0			Chameleon / MOVA 1
	Shelton Road/The Mount, (Shelton A) Shelton Road/Welshpool Road (Shelton B)	Shrewsbury	Junction	346764 346600	313262	LV GEC	RAG	LV	11	3	n/a	n/a	n/a	n/a n/a	n/a n/a	0 100	n/a Black	n/a		Clearview AP 2	Peek	
S7024 S		·				LV Plessey	RAG	LV	4 2	3 3 2	n/a n/a	n/a SIEMENS		n/a n/a 4 230v	2 2	4 n/a	n/a Black	n/a AGD 200		Clearview loop 24	Peek	N/A
\$7024 \$	Shelton Road/Weishpool Road (Shelton B)	Shrewsbury	Junction	346600	313262	LV Plessey Plessey Plessey Plessey Plessey	RAG Ped Head RAG Ped Head	LV LV LV	4 2 3 2	3 2 3 2	n/a n/a	SIEMENS	Three Man Three Man	4 230v 3 230v	2 2	4 n/a 3 n/a	n/a Grey	AGD 200 AGD 200	1 1 1	Clearview loop	N/A N/A	N/A
\$7024 \$ \$7025 \$ \$7026 \$ \$7027 \$	Shelton Road/Welshpool Road (Shelton B)  Castle Street, Woolworths)  Castle Street, (Barclays Bank)  3arker Street	Shrewsbury Shrewsbury Shrewsbury	Junction Single Pelican Single Pelican Single Pelican	346600 349317 349267 348951	313262 312684 312637 312531	LV Plessey Plessey Plessey Plessey	RAG Ped Head RAG	LV LV LV LV	4 2	3 2 3 2 3 2 3 2	n/a	SIEMENS	Three Man Three Man	4 230v	2 2	4 n/a	n/a Grey	AGD 200	Cli	Clearview loop	Peek N/A	N/A
\$7024 \$ \$7025 \$ \$7026 \$ \$7027 \$ \$7028 \$ \$7029 \$	Shelton Road/Welshpool Road (Shelton B)  Castle Street, Woolworths)  Castle Street, (Barclays Bank)  Barker Street  Chester Street adjacent to Broome Place  Did Potts Way	Shrewsbury Shrewsbury Shrewsbury Shrewsbury Shrewsbury Shrewsbury	Junction Single Pelican Single Pelican Single Pelican VAS (Bridge) Cycle Counter	346600 349317 349267 348951 349312 349857	313262 312684 312637 312531 313103 312211	LV Plessey Plessey LV Plessey Plessey LV Plessey Plessey LV Plessey Solar CA Traffic LV GEC	RAG Ped Head RAG Ped Head RAG	LV LV LV LV	4 2 3 2 4	3 2 3 2 3 2 2 3 2	n/a n/a	SIEMENS	Three Man Three Man	4 230v 3 230v	2 2	4 n/a 3 n/a	n/a Grey	AGD 200 AGD 200	1 1 1	Clearview loop         24           Clearview AP         2           learview RP 2yr         8           N/A         N/A           N/A         N/A           N/A         N/A	N/A N/A	N/A N/A
\$7024 \$ \$7025 \$ \$7026 \$ \$7027 \$ \$7028 \$ \$7029 \$ \$7030 \$	Shelton Road/Welshpool Road (Shelton B)  Castle Street, Woolworths)  Castle Street, (Barclays Bank)  Barker Street  Chester Street adjacent to Broome Place	Shrewsbury Shrewsbury Shrewsbury Shrewsbury Shrewsbury	Junction Single Pelican Single Pelican Single Pelican VAS (Bridge)	346600 349317 349267 348951 349312	313262 312684 312637 312531 313103	LV Plessey Plessey LV Plessey Plessey Plessey Plessey Plessey Solar CA Traffic	RAG Ped Head RAG Ped Head RAG Ped Head	LV LV LV LV LV	4 2 3 2 4	3 2 3 2 3 2 2 3 2 2	n/a n/a n/a	SIEMENS SIEMENS	Three Man Three Man Three Man	4 230v 3 230v 2 n/a	2 2	4 n/a 3 n/a 2 n/a	n/a Grey n/a Grey n/a Grey	AGD 200 AGD 200 n/a	1 1 n/a 2 2 2 2	Clearview loop         24           Clearview AP         2           learview RP 2yr         8           N/A         N/A           N/A         N/A           N/A         N/A	N/A N/A N/A N/A	N/A N/A

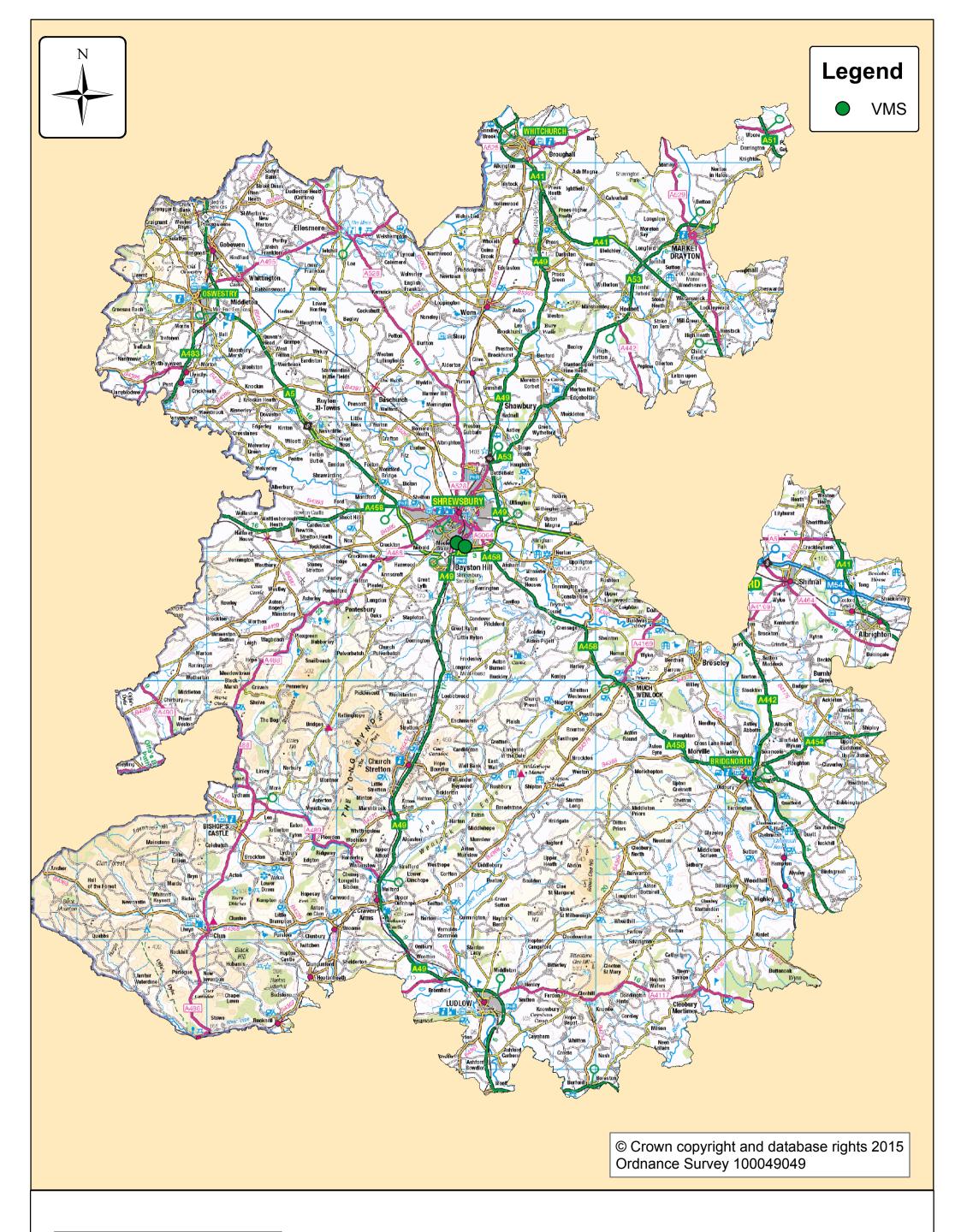
March   Marc				ABOVE GROUND DE			GNAL POL						TACTILES /	ON UNITS /			No. OF TUBES	No. OF T/H LAMPS PER	SIGNAL EQUIPMENT	SIGNAL EQUIPMENT	SIGNAL EQUIPMENT	MANUFACTURER	LV/	NORTHING	EASTING	PMENT TYPE	FOUIPMENT	LOCATION	SITE SITE NAME
Column   C	E QTY MAKE TYPE	TYPE	QTY	TYPE	COLOUR	STUB	CRANK	4mtr CR/	4mtr STD	JDIBLE QTY	E QTY AL	TACTILE		QTY	PBU TYPE	PBU MAKE	PER HEAD			VARIANT	TYPE		ELV	312320	349070			Shirewsbury	CODE STILL INAME  STUDE LINGUISH DROUGE STREET, STILL INAME  STUDE LINGUISH DROUGE STREET, STILL INAME  STUDE STREET, STILL INAME
15	N/A N/A N/A	N/A	2	AGD 200	Black	n/a	1	1	2	2	3	3	230v	3	Three Man	Peek	n/a	3	3	LV	RAG		LV	312384	349641	gle Pelican	Single Peli	Shrewsbury	S7033 English Bridge Gyratory (D) Adj to English Bridge
The color   The	N/A N/A N/A	N/A	1 2	AGD 220	Black	1	2	2	1	2	2	2	48v	2			n/a	LED	3				LV	312387	349335	ngle Puffin	Single Put	Shrewsbury	S7034 Dogpole
Column	2 N/A N/A	XYZ			Grey	n/a	n/a	n/a	3	2	2	2	230v	2	Three Man	SIEMENS	n/a	3	5	LV	RAG	Plessey	LV	242467	249702	ale Delisee	Cinale Deli	Chroughun	C7035 Ct Chadle Terrane
Part   Control   Control	loop 17 Peek Chameleon / MOVA		6				6	6	4	n/a	ô	6		14				2 CLS LED	2			Plessey	LV	312467	348793	gie Pelican	Single Pell	Shrewsbury	5/035 St Chao's Terrace
Marie   Mari	RP 2yr 5	Clearview RP 2yr	6	AGD 640										8	941	AGD		CLS LED	7		Box sign		ELV	312842	348842	Junction	Junction	Shrewsbury	S7036 Frankwel/Welsh Bridge
Part   Contract   Co		Clearview AP			Black	5	n/a	n/a	8	n/a	0	10	230v	10	Two Man	SIEMENS	n/a	3 2	6	LV	RAG Ped head	Plessey	LV	312665	3/8897	lunction	lunction	Shrawshim	S7037 Lower Claremont Bank
Second   Control   Contr	Studs 5	Clearview Studs															2	3 n/a	4	LV	Box sign	Plessey		312003	340037	Junction	dunction	Gillewabuly	Croor Lower Glaremont Bank
A	Studs 14	Clearview Studs	6		Black	3	6	6	3	n/a	5	6	48V	12	947	AGD	n/a	n la					ELV	313045	349426	Junction	Junction	Shrewsbury	S7038 Castle Foregate/Cross Street
Part	v AP 2 N/A Chameleon / MOVA	Clearview AP	6	AGD 640	Black	1	6	6	5	n/a	ô	6	48v	12	947		2	n/a	8	ELV	RAG	Peek	FLV	312018	3/0300	lunction	lunction	Shrawshun	\$7039 Caetla Foregata/Smithfield Poad
Part   Control   State   Sta		Clearview Studs	2	AGD Stopline	Black	2	8	8	4	n/a	ŝ	6	48v	12			n/a		9			Peek	LLV	312910	349390	Junction	Junction	Sillewsbury	Castle Foregate/Smithield Road
Part   March   March	RP 8yr 2	Clearview RP 8y												18		AGD			6			Peek	ELV	312886	349261	Junction	Junction	Shrewsbury	S7040 Smithfield Road/Raven Meadows
Act   Act	Studs 15 Peek Chameleon / MOVA	Clearview Studs			Black	2	11	11	3	n/a	0	10	48v				n/a		2 8			Peek	ELV	312724	348918	Junction	Junction	Shrewsbury	S7041 Welsh Bridge/Smithfield Road
Section   Sect	N/A N/A N/A		2	AGD 200	Black	n/a	n/a	n/a	6	n/a	6	6	230v	6	Three Man	SIEMENS	n/a	3	6	LV	RAG	Plessey	LV	212010	240727				
The part of the																	n/a	2	4	LV	Ped Head	Plessey	LV	315851	350897	(Level Xing)	VAS (Level )	Shrewsbury	S7044 Harlescott Lane opposite Crossing Cottage
Column   C																								315810	350946	(Level Xing)	VAS (Level )	Shrewsbury	S7046 Harlescott Lane near Column No.47
Column   C																										AS (Event)	VAS (Eve	Shrewsbury	S7047 Longden Road (Meole Brace School) outside No. 21 Lo
Column   C																								310340	349946	AS (Event)	VAS (Eve	Shrewsbury	S7049 Oteley Road adjacent to Percy Throwers
Second   S																						CA Traffic	Solar			/AS (30)	VAS (30	Shrewsbury	S7051 Radbrook Road outside Radbrook College
Part																						CA Traffic	Solar	312829	350090	cle Counter	Cycle Cou	Shrewsbury	S7053 Castle Walk
Column																						CA Traffic	Solar	312459	347502	cle Counter	Cycle Cou	Shrewsbury	S7055 Shelton Road (between Myton Oak & Radbrook Rd)
The part of the																						CA Traffic	Solar	311752	349871	cle Counter	Cycle Cou	Shrewsbury	S7057 Betton Street Bridge
Property   Property	Studs 10 N/A N/A	Cleaniou Stude	2	AGD 220	Grov	2	n/a	n/o	2	2	1		2304		Two Mon	Microsopes	n/o	3	A	IV	PAG	CA Traffic		310037	348902	cle Counter	Cycle Cou	Shrewsbury	S7059 Hereford Road
Part	RP 2yr 2	Clearview RP 2yr	2	Clearview AP					2	2	2	4		2			n/a	3	2	LV	PED + Cycle	Microsense	LV					•	·
The contract of the contract	2 N/A N/A	SDE	2	AGD 620					5	2	,	3			921	AGD		3	5									•	
Fig.   Control   Control	2 N/A N/A	SDE	2						3	2	,	2		3			n/a	3	2	LV	PED + Cycle	Siemens							
Control   Cont	2	SDE	2	AGD 620					1	2	2	2			921	AGD		3	5							_	-	•	-
Decomposition   Control of March   Control of Mar			2	AGD 220				11/2	7	n/9	5	- Z						3	2	LV	Ped Head + cycle	Peek	LV	312621	348457	gle Toucan	Single Tou	Shrewsbury	S7064 Porthill Road
Second Control   Seco	2	XYZ	1	Clearview AP	Grey	ıva	-			IVG		3	707	3	i wo iliali	1 00%	illa						ELV	315357	350948	Junction	Junction	Shrewsbury	S7065 Whitchurch Road/Kendall Road
Second Content   Secondary																												Shrewsbury Shrewsbury	
Fig.   Processing   Processin																						CA Traffic	Solar	314196	349457	cle Counter	Cycle Cou	Shrewsbury	S7068 Herongate Cycleway
Secondary   Seco	2 N/A N/A	YV7	1	AGD 200	Grev	2	5	E	2	n/a	3	6	2304	6	Two Mon	Pool	n/a	3	7	LV	PAC	Pook							
Somewhale   Some	ncel 2	Call cancel	-	. 100 200	Sicy	-	-	,		144		0	2004		vo man	. 668	iva	2			Pede Head	Peek	LV	313732	350947	Junction	Junction	Shrewsbury	S7071 Woodcote Way
Part	1 N/A N/A	SDE	1 2		Grey	n/a	n/a	n/a	4	2	2	2	230v	4	Touchan	Peek	n/a	3	5 2	LV	RAG	Peek	LV	314787	351521	gle Toucan	Single Tou	Shrewsbury	S7072 Sundorne Road Sports Village
Peace   Peac	2 N/A N/A	SDE	_		Grey	1	n/a	n/a	17	n/a	3	13	230v	13	Two Man	Peek	n/a	LED 2		LV	RAGA		LV	310468	349695	Junction	Junction	Shrewsbury	S7073 Oteley Road/New Meadow Junction
Symple   Symple   Symple   Most   Symple   Symple			2	AGD 200	Black	n/a	3	3	n/a	2	2	2	48v	2	946	AGD	n/a	3	6	LV	Ped Head + cycle	Peek							
Street   S			2	AGD 620										1	941	AGD							LV	314609	350158	ngle Puffin	Single Put	Shrewsbury	S7074 Mount Pleasant Road
Strips   S	2	XYZ	2	AGD 620						2	4	4			946			-	·				LV	311290	347721	ngle Puffin	Single Put	Shrewsbury	S7075 Bank Farm Road
Strong   S	N/A N/A	n/a		AGD 220	Grey	n/a	n/a	n/a	4	2	2	2	48v		947 942	AGD AGD	n/a	MK4 LED	6	LV	RAG	Peek	LV	310934	348098	gle Toucan	Single Tou	Shrewsbury	S7076 Longden Road
Peak			2	AGD 226	Grey	n/a	4	4	n/a	2	2	2	48v	4	947	AGD	n/a	CLS LED	7	LV	RAG	Peek	LV	314302	350491	gle Toucan	Single Tou	Shrewsbury	S7077 Telford Way
STORT   Sutton Road   Shrewbury   Zebra Crossing   Shrewbury   S			2	AGD 206	Black	n/a	2	2	n/a	2	2	2	48v	2			n/a	LED	4	LV	RAG	Peek							
Street   S			2													.,,,,,								2.0021	2.0000	_	-	,	
Street   S	ew 12 PEEK Chameleon / MOVA RP 2yr 6	Clearview Clearview RP 2yr	5 6	AGD640-500-000 AGD226-200-000	Black	0	5	5	3	5	ô	6	48V	12	AGD940-600-000 AGD941-600-000	AGD AGD	0	0	6	ELV	RAG	Peek				Junction	Junction		S7080 Berwick Road/Coton Hill/Ellesmere Road, Shrewbury
Street Description   Street	2 N/A N/A	SDE	2	AGD 226	Black	n/a	4	4	n/a	2	2	2	48v				n/a	CLS LED	4	ELV	RAG								
Street																						CA Traffic							-
Street   S										2	2	2		2	947	AGD							ELV	314764	351328	ngle Puffin	Single Put	Shrewsbury	S7084 Sundorne Road
Street   S	N/A Peek Chameleon	N/A			Black	2	2	2	n/a	2	2	2	48v				n/a	LED	4	ELV	RAG	Peek	ELV	311620	347111				
Street   S																						CA Traffic	Solar	311253	348413				
S7089   Preston Street		Clearview RP 2yr	6	AGD 206	Black	3	n/a	n/a	9	n/a	6	6	48v	12	947				9				ELV	313053	349351	Junction	Junction	Shrewsbury	S7088 Chester Street/Cross Street
S7091   Roman Road north of Longden Road   Shrewsbury   Cycle Counter   348348   311343   Solar   CA Traffic			3	AGD Stopline																									
S7092         The Grange School         Shrewsbury         Wig/Wag         35000         31542         Shrewsbury         Wenlock Road         Shrewsbury         Zebra Crossing         Shrewsbury         Peek         RAG         ELV         14         LED         AGD         947         16         48v         16         n/a         13         14         5         Black         AGD 226         16         Clearview AP         4																						CA Traffic	Solar	311343	348348	cle Counter	Cycle Cou	Shrewsbury	S7091 Roman Road north of Longden Road
																								315442	350000			Shrewsbury	\$7092         The Grange School           \$7093         Wenlock Road
	RP 2yr 5	Clearview RP 2yr	16 10	AGD 226 AGD 640	Black	5	14	14	13	n/a	6	16	48v	16 16	947 941	AGD AGD		LED	14 4	ELV ELV	RAG Box sign	Peek	ELV	310346	349959	Junction	Junction	Shrewsbury	S7094 Percey Throwers / Otley Rd
Cleaview Studs   18																													
S7096         Tellford Way East         Shrewsbury         Cycle Counter         350536         314232         Solar         CA Traffic           S7097         Bank Fam Road         Shrewsbury         Cycle Counter         347795         311105         Solar         CA Traffic           S7098         Shrewsbury         Cycle Counter         347795         311105         Solar         CA Traffic																						CA Traffic	Solar	311105	347795	cle Counter	Cycle Cou	Shrewsbury	S7097 Bank Farm Road
S7098         Hazeldine Way         Shrewsbury         Cycle Counter         349620         310915         Solar         CA Traffic           S7099         Cartmel Drive         Shrewsbury         Cycle Counter         350495         315042         Solar         CA Traffic																						CA Traffic	Solar	315042	350495	cle Counter	Cycle Cou	Shrewsbury	S7099 Cartmel Drive
S7100         Ellesmere Grange North         Shrewsbury         Cycle Counter         349377         313448         Solar         CA Traffic           S7101         Ellesmere Grange South         Shrewsbury         Cycle Counter         349381         313328         Solar         CA Traffic																						CA Traffic	Solar	313328	349381	cle Counter	Cycle Cou	Shrewsbury	S7101 Ellesmere Grange South
S7102         Greyfriars Footbridge         Shrewsbury         Cycle & Ped Counter         349481         312167         Solar         CA Traffic           S7103         Castle Walk Footbridge         Shrewsbury         Pedestrian Counter         349860         312985         Solar         CA Traffic																						CA Traffic	Solar	312985	349860	& Ped Counter strian Counter	Cycle & Ped C Pedestrian C	Shrewsbury Shrewsbury	S7102 Greyfriars Footbridge S7103 Castle Walk Footbridge
S7104         Route 81         Shrewsbury         Cycle Counter         350855         314544         Solar         CA Traffic           S7105         Oteley Road (by entrance to Golf Course)         Shrewsbury         VMS         349319         310617         TWM Traffic Control Systems																						TWM Traffic Control Systems		310617	349319	VMS	VMS	Shrewsbury	S7105 Oteley Road (by entrance to Golf Course)
S7106         Oteley Road (by Creden)         Shrewsbury         VMS         349940         310338         TWM Traffic Control Systems           S7107         NOT ALLOCATED         Inc.         Inc. </td <td></td> <td>TWM Traffic Control Systems</td> <td></td> <td>310338</td> <td>349940</td> <td>VMS</td> <td>VMS</td> <td>Shrewsbury</td> <td></td>																						TWM Traffic Control Systems		310338	349940	VMS	VMS	Shrewsbury	















**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 4** 

**SERVICE INFORMATION** 

SHROPSHIRE COUNCIL

PREAMBLE TO THE BILL OF QUANTITIES AND METHOD OF MEASUREMENT

# **VOLUME 4**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

#### The Method OF MEASUREMENT

The method of measurement is the Method of Measurement for Highway Works contained in Section 1 of Volume 4 of the Manual of Contract Documents for Highway Works published by The Stationery Office.

#### Note: In this document the terms Bill of Quantities and Schedule of Rates are synonymous.

Volume 4 Section 1 Chapter I

Method of Measurement for Highway Works Definitions

#### **Amendments to the Definitions**

- Paragraph 1(c), delete: "Bill of Quantities" means a list of items giving brief identifying descriptions and estimated quantities of work comprised in the execution of the works to be performed; and replace with
  - "Schedule of Rates" means a list of items giving brief identifying descriptions and a base quantity of one unit of work comprised in the execution of the works to be performed;
- 2 After paragraph 1(k) "Designated Outline" and its associated Note add:
  - (I) "Aggregation" means the rules that limit the work within the service, which form a single Task.
  - (m) "Task Order Band Values" is the method by which the value of a priced Price List with quantities is adjusted according its value.

Volume 4 Section 1 Chapter III

Method of Measurement for Highway Works Preparation

Preparation of Bill of Quantities

#### Amendments to the Preparation of Bill of Quantities

3

. . . . . .

# Quantities

2 Quantities shall be expressed in whole numbers except for units of measurement of kilometres, tonnes and hectares in which case the quantities shall be to three decimal places.

#### **Units of Measurement**

(05/01)The following abbreviations shall be used for the units of measurement:

Unit:	Abbreviation
vehicle month	v.month
others	others
kilometres	km
year	year

Volume 4 Section 1 Chapter III

Method of Measurement for Highway Works Preparation of Bill of Quantities

#### Amendments to the Preambles to Bill of Quantities

Delete the Preambles to the Bill of Quantities and replace with the following:

# **Preambles to Bill of Quantities**

#### **General Directions**

- 1. The Bill of Quantities has been prepared in accordance with the Method of Measurement for Highway Works published by The Stationery Office as Section 1 of Volume 4 of the Manual of Contract Documents for Highway Works. The relevant publication date of each page of the Method of Measurement for Highway Works is given in the Schedule of Pages and Relevant Publication Dates.
- In the Bill of Quantities the sub-headings and item descriptions identify the work covered by the respective items, read in conjunction with the matters listed against the relevant marginal headings "Item coverage" in Chapter IV of the Method of Measurement for Highway Works, these Preambles and the amendments to the Method of Measurement immediately following these Preambles. The nature and extent of the work is to be ascertained by reference to the Drawings, Specification and Conditions of Contract. The rates and prices entered in the Bill of Quantities shall be deemed to be the full inclusive value of the work covered by the several items including the following, unless expressly stated otherwise.
  - (i) Labour and costs in connection therewith.
  - (ii) The supply of materials, goods, storage and costs in connection therewith including delivery to Site. Taking delivery of materials and goods supplied by others, unloading, storage, and costs in connection therewith.
  - (iii) Plant and costs in connection therewith.
  - (iv) Fixing, erecting and installing or placing of materials and goods in position.
  - (v) Temporary Works.
  - (vi) The effect on the phasing of the Works or any element of the Works to the extent set forth or reasonably implied in the documents on which the tender is based.
  - (vii) General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
  - (viii) Establishment charges, overheads and profit.
  - (ix) Waste.
  - (x) Testing carried out by the *Contractor* in accordance with the particular requirements of Appendix 1/5 including supplying results of tests, reports and certificates.
  - (xi) Supply and delivery of samples to the Overseeing Organisation in accordance with the particular requirements of Appendix 1/6.

- (xii) Checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports and certificates.
- (xiii) Attendance and transport for sampling and testing carried out by the Overseeing Organisation.
- (xiv) Complying with Quality Assurance requirements of the Contract and providing certificates of conformity.
- (xv) Preparation and supply of detailed working drawings.
- (xvi) Awaiting approvals and or consents.
- (xvii) Where stipulated complying with the particular requirements of Appendix 1/24.
- (xviii) Complying with the *Contractor's* statements in his quality submission.
- (xix) Provision for use by all those (*Contractor*, *Employer* and *Service Manager* staff) on site, of transient and non transient welfare facilities as recommended by the Health and Safety Executive.
- (xx) Provision of *Contractor's* accommodation, such as offices, messes, stores and workshop; and everything required by the *Contractor* in respect of such items.
- (xxi) Construction (Design and Management) 2007 duties and additional duties described in the Conditions of Contract over and above the statutory requirements.
- (xxii) Client's livery on *Contractor*'s clothing and personal protective equipment.
- (xxiii) Preparation of As Built drawings.
- (xxiv) Preparation and delivery of notices 'Public Notification of Works'.

#### Measurement

3. (i) The measurement of work shall be computed net from the dimensions stated in the Contract unless otherwise stated in the Method of Measurement.

# **Pricing of Items**

4. Each individual item shall have a rate or price entered against it in the rate column. Rates and prices shall be expressed to two decimal places.

Each individual item shall have amounts entered in the Labour, Equipment, Material and Other columns of the Schedule of Rates. The amounts shown in these four columns shall be the accurate sub-division of the amount entered in the rate column. All elements must be priced or Shown as £0.00

#### Alternative Specified Materials, Designs and Options Within Types of Pavement

- 5. Where in the Contract a choice of alternatives is permitted:
  - (i) the description billed and the rates and prices inserted shall be deemed to cover any of the permitted alternative materials or designs the *Contractor* may elect to use;

In all cases the rates and prices inserted in all Series of the Bill of Quantities shall be deemed to include for any adjustments of work content, rates, costs and the like occasioned by the choice of alternatives elected to be used or constructed by the *Contractor*.

# **Privately and Publicly Owned Services or Supplies**

6. The information in the Contract as to the whereabouts of existing services and mains is believed to be correct but the *Contractor* shall not be relieved thereby of his obligations under the Contract. The *Contractor* shall include in his rates and prices for locating and taking measures for the support and full protection of pipes, cables and other apparatus during the progress of the Works, obtaining the written consent of the appropriate authority to interrupt the service or supply and for keeping the Overseeing Organisation informed of all arrangements he makes with the owners of privately owned services or supplies, Statutory Undertakers and Public Authorities as appropriate.

#### Labours

- 7. Labours in connection with Nominated Sub-*Contractor*s shall include:
  - (i) in the case of work or services executed for affording the use of existing working space, access, temporary roads, erected scaffolding, working shelters, staging, ladders, hoists, storage, latrines, messing, welfare and other facilities existing on Site and the provision of protection, water, electricity for lighting and clearing away rubbish and debris arising from the work;
  - (ii) in the case of goods, materials or services supplied for taking delivery, unloading, storing, protecting and returning crates, cartons and packing materials.

# **Roadworks Overall Requirements**

8. The *Contractor* shall allow in his rates and prices for complying with requirements in respect of pavement construction, horizontal alignments, surface levels and surface regularity of pavement courses, dealing with changes in weather conditions, use of surfaces by traffic and construction plant, and general requirements for sub-bases and road bases.

# Work Within and Below Non-tidal Open Water or Tidal Water

9. The *Contractor* shall allow in his rates and prices for taking measures required to execute the work within and below non-tidal open water or tidal water. The *Contractor* shall include in his rates and prices for any investigations to ascertain actual boundaries, surface levels and ranges affected by non-tidal open water or tidal water.

# **Dealing with Flow**

**10.** The *Contractor* shall allow in his rates and prices for taking measures to deal with the existing flow of water, sewage and the like.

# Reimbursement of Fees, Rates Taxes and Overseeing Organisations Telephone Calls

11. All fees, rates, taxes, other cost, charge or expense in respect of accommodation shall be allowed for in the rates and prices for temporary accommodation.

#### **Site Limitations and Constraints**

12. The *Contractor* shall allow in his rates and prices for complying with any limitations and constraints on the use of the Site.

# **Hard Material**

- 13. For the purposes of the Contract the following are designated as Hard Material in accordance with Chapter 1 Definitions, paragraph 1(h)(i):
  - (a) .....\* strata;

- (b) those deposits designated by limits shown on the Drawings;
- (c) existing pavements, footways, paved areas (but excluding unbound materials) and foundations in masses in excess of 0.20 cubic metres.

#### **Equivalent Products and Materials**

14. Where the *Contractor* offers an equivalent product or material in place of the one identified or specified, then the rates and prices in the Bill of Quantities shall be deemed to include for all the obligations and costs associated with the incorporation of the equivalent into the Works, including design, provision of data and drawings, certificates, awaiting acceptance, resubmissions and modifications and amendments to the Works.

Unless specifically stated to the contrary in the Contract the measurement of the Works affected by the incorporation of the equivalent products and materials shall be based on the Tender documents and not on the Works as amended and completed to incorporate the equivalent products and materials.

# Permanent Works Designed by the Contractor

15. Where the Contract requires part(s) of the Permanent Works to be designed by the *Contractor*, the rates and prices in the Bill of Quantities shall include for all the obligations and costs associated with the incorporation of the *Contractor*'s design into the Works, including design, provision of data and drawings, certificates, awaiting approvals, resubmissions and modifications and amendments to the Works.

Additionally the rates and prices in the Bill of Quantities shall include for the costs of all testing and sampling to be carried out by the *Contractor* in respect of workmanship, goods and materials incorporated into the Works or to prove the *Contractor*'s design.

# Structures Designed by the Contractor

16. In respect of each priced Bill of Quantities comprising a single item for a structure designed by the *Contractor*, the *Contractor* shall prepare a priced schedule of quantities. This priced schedule shall be prepared in accordance with the relevant Chapters and Series of the Method of Measurement and submitted to the Overseeing Organisation.

The quantities, rates and prices in the priced schedule of quantities shall in each case, when extended and totalled, give the amount entered in the priced Bill of Quantities against the item for the relevant structure designed by the *Contractor*.

The priced schedule of quantities shall only be used for Payment Applications and for the valuation of variations ordered under the Contract in connection with structures designed by the *Contractor*.

Unless specifically stated to the contrary in the Contract the measurement of the Works affected by the incorporation of the *Contractor*'s design shall be based on the Tender documents and not on the Works as amended and completed to incorporate the *Contractor*'s design.

The parts of the Works include by the *Contractor* in the priced schedule of quantities shall include all the parts of the Works within the Designated Outline except those designed and scheduled by the Overseeing Organisation as not to be included.

# National Alterations for The Overseeing Organisations of Scotland, Wales and Northern Ireland

17. Where a paragraph in Chapter IV of the Method of Measurement for Highway Works (Units and Methods of Measurement) or in the Notes for Guidance on the Method of Measurement for Highway Works or in the Library of Standard Item Descriptions for Highway Works is prefixed by # this indicates that this particular paragraph has a National Alteration for one or more of the Overseeing Organisations of Scotland, Wales or Northern Ireland. The use of national paragraphs is permitted only within the countries to which they specifically apply and they are deemed to replace corresponding paragraphs in the main body of Chapter IV of the Method of Measurement for Highway Works (Units and Methods of Measurement) or in the Notes for Guidance on the Method of Measurement for Highway Works or in the Library of Standard Item Descriptions for Highway Works as appropriate. The National paragraphs correspond to the particular requirements of the National Alterations for the Overseeing Organisations of Scotland, Wales or Northern Ireland contained in Volume 1 of the Manual of Contract Documents for Highway Works. The substitute or additional paragraphs are located at the end of the relevant Series.

# **Testing**

18. Testing as paragraph 2 (x) above, is in respect of tests to be carried out by the *Contractor* to verify workmanship, goods and materials incorporated into the permanent works and testing of the permanent works in order to prove the Overseeing Organisation's design as set out in Appendix 1/5.

Checking, inspecting, examining, measuring and verifying goods, materials and workmanship incorporated in the permanent works, as paragraph 2(xii) above, is in respect of other operations set forth or reasonably implied in the Contract to be carried out by the *Contractor* to demonstrate compliance with the particular requirements of the Contract, or to prove the Overseeing Organisation's design where not separately listed in Appendix 1/5, but excluding trial erection of structural steelwork which shall be measured separately in accordance with Series 1800.

Procedural trials, trial panels and trial areas required to be carried out or constructed as separate operations in advance of the permanent works in order to verify goods, materials and workmanship shall not be measured separately but are included within the item coverage for the relevant Series.

Testing of existing structures and other investigative works shall be individually measured within the relevant Series.

#### **Amendments to the Method of Measurement**

19. For the purposes of the Contract the Method of Measurement for Highway Works is amended in accordance with the pages immediately following.

# METHOD OF MEASUREMENT FOR HIGHWAY WORKS SCHEDULE OF PAGES AND RELEVANT PUBLICATION DATES (11/06)

CHAPTER/SERIES	PAGE NUMBER	PUBLICATION DATE
Contents	1	November 2004
	2	May 2005
	3	November 2004
	4 to 7 inclusive	May 2005

CHAPTER/SERIES	PAGE NUMBER	PUBLICATION DATE
Chapter I	1 to 3 inclusive	March 1998
Chapter II	1	March 1998
	2	May 2001
Chapter III	1	March 1998
	2	May 2001
	3 to 12	May 2004
	13	November 2006
	14 to 16 inclusive	May 2005
	17 to 19 inclusive	November 2006
Chapter IV	1	March 1998
100	1 to 2 inclusive	March 1998
	3 to 7 inclusive	May 2001
	8	November 2004
	9 to 11 inclusive	May 2001
	12	November 2004
	13 to 15 inclusive	May 2001
200	1	May 2001
	2 to 3 inclusive	May 2004
	4	May 2001
300	1 to 5 inclusive	May 2001
400	1 to 2 and 4 to 8 inclusive	November 2004
	3	November 2006
500	1 to 5 inclusive	May 2001
	6	November 2004
	7 to 13 inclusive	May 2001
	14	May 2005
	15	May 2001
	16 to 17 inclusive	May 2005
	18	May 2001

CHAPTER/SERIES	PAGE NUMBER	PUBLICATION DATE
	19	November 2003
600	1	May 2002
	2	May 2001
	3	March 1998
	4 to 11 inclusive	November 2004
	12	May 2002
	13 to 14 inclusive	November 2004
	15 to 38 inclusive	May 2001
	N1 to N3 inclusive	May 2002
700	1	May 2001
	2	May 2002
	3	May 2001
	4 to 5 inclusive	May 2002
	6	May 2001
	7 to 9 inclusive	May 2002
	10	May 2001
	11	May 2002
	12 to 13 inclusive	May 2001
	14	May 2002
	15 to 18 inclusive	May 2001
800	)	
900	) not taken up	
1000	)	
1100	1	May 2001
	2	November 2004
	3	May 2001
	4 to 5 inclusive	May 2002
	6	May 2001
	7 to 8 inclusive	May 2005

CHAPTER/SERIES	PAGE NUMBER	PUBLICATION DATE
1200	1 to 2 inclusive	May 2001
	3 to 5 inclusive	March 1998
	6 to 11 inclusive	May 2001
1300	1 to 3 inclusive	November 2003
1400	1 to 2 inclusive	May 2001
	3	May 2005
	4 to 8 inclusive	May 2001
	9	May 2005
1500	1 to 2 inclusive	May 2001
	3	May 2005
	4 to 7 inclusive	February 2003
	8 to 12 inclusive	May 2001
1600	1 to 2 inclusive	March 1998
	3 to 6 inclusive	May 2001
	7	March 1998
	8 to 19 inclusive	May 2001
1700	1	May 2004
	2	May 2001
	3	May 2004
	4 to 11 inclusive	May 2001
1800	1	March 1998
	2 to 5 inclusive	May 2001
1900	1	May 2003
2000	1	May 2002
	2 to 3 inclusive	May 2001
2100	1	March 1998
2200	Not taken up	May 2004
2300	1 to 3 inclusive	March 1998
2400	1 to 3 inclusive	May 2001

CHAPTER/SERIES	PAGE NUMBER	PUBLICATION DATE
	4	March 1998
2500	1 to 2 inclusive	May 2001
2600	Not taken up	
2700	1	May 2001
3000	1 to 15 inclusive	May 2001
5000	1 to 2 inclusive	May 2003

# Amendments to the Method of Measurement INDEX

Series 100	Preliminaries
Series 200	Site Clearance
Series 400	Road Restraint Systems (Vehicle and Pedestrian)
Series 500	Drainage and Service Ducts
Series 1200	Traffic Signs and Road Markings
Series 1300	Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts
Series 1400	Electrical Work for Road Lighting and Traffic Signs
Series 1500	Motorway Communications
Series 2700	Time Charged and Materials
Series 6100	Emergency Response Service
Series 7000	Traffic Signal Switch ON/OFF
Series 10000	Dayworks

#### **SERIES 100: Preliminaries**

#### **Information Board**

#### Itemisation

1. Delete Group II Feature 1 and replace with the following:

Group	Feature	
II	1 Different Sizes.	

#### **Information Board**

**2.** Add the following:

# Item coverage

- (I) permanent traffic signs (as Series 1200 paragraph 4);
- (m) loading, transporting from store and re-erect;
- (n) maintaining and servicing equipment;
- (o) modification and new materials;
- (p) take up or down and remove to store off site;
- (q) replacement of damaged items;
- (r) multiple handling of material.
- (s) provision of and erection on A frame

# **Traffic Safety and Management**

# Units

Delete the existing sub-paragraph 21 (i) and insert the following:

**3.** (i) traffic safety and management ...... %.

#### Measurement

Delete the existing paragraphs 22, 23 & 24 and insert the following:

4 Traffic safety and management shall be measured once only for all works.

The Measurement shall be based on a Percentage of the total value of the items in the Task Order, excluding the Traffic Safety and Management, to be inserted by the *Contractor* in the rate column of the Bill of Quantities.

#### Itemisation

**5** Group I, delete Feature 2 & 3 and add the following additional Group II:

Group	Feature	Э
П	1	Routine and cyclic works
	2	Maintenance, minor works and major works on highways
	3	Street lighting and traffic signals8

# **Standby for Emergency Work**

#### **Units**

- **6.** The units of measurement shall be:
  - (i) Standby for Emergency Work ..... Month.

#### Measurement

**7.** The measurement of Standby shall be all year round for all operatives as required by the *Service Manager*.

Group	Feature	
I	1 Standby for Emergency Work.	

# Standby for Emergency Work

**8.** The item for Standby for Emergency Work shall in accordance with the Preambles to Bill of Quantities General Directions include for:

# Item coverage

- (a) all extra costs associated with labour, plant and material for working other than normal day time hours:
- (b) disruption to other programmes work;
- (c) mobilisation of resources;
- (d) transfer of labour, equipment and materials from site to site;
- (e) being ready to begin operations on site within one and a half hours of *Service Manager's* instruction.

# **Restricted Working Hours**

#### **Units**

- **9** The units of measurement shall be:
  - (i) extra over for restricted working hours ...... %;

#### Measurement

**10.** The measurement of Extra over restricted working hours shall be a percentage factor to be added to the scheduled rates (including Time Charge) but excluding:

- (i) Series 100 Preliminaries (with the exception of Operatives for the *Service Manager*, Information Boards and Traffic Safety and Management);
- (ii) any items where time bands are included in the item descriptions.

#### Itemisation

**11.** Separate items shall be provided for Extra over working hours in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature	
I	1	Extra over for restricted working hours.
П	1	0930 to 1530 hours.
	2	0930 to 1600 hours.
	3	1700 to 0000 hours.
	4	0000 to 0800 hours.
	5	0800 to 1700 hours.
III	1	Monday to Friday
	2	Saturday
	3	Sunday
	4	Bank Holiday

# **Inventory Data Collection**

#### Units

- **6.** The units of measurement shall be:
  - (i) Inventory Verification ..... Occasion.
  - (ii) Inventory Collection ..... Site

#### Measurement

**7.** The measurement of Standby shall be all year round for all operatives as required by the *Service Manager*.

Group	Feature		
1	1 Inventory Verification.		
	2 Inventory Collection.		

# Inventory Verification

**8.** The item for Standby for Emergency Work shall in accordance with the Preambles to Bill of Quantities General Directions include for:

# Item coverage

- (a) all costs associated with labour, plant and material for travelling to, from and between sites;
- (b) examination of each piece or apparatus found on site and record details of the type of equipment, manufacturer, make and model and energy consumption;
- (c) presentation of data in Excel Spreadsheet format to *Service Manager* within 5 working days of concluding on-site data collection

#### **SERIES 200: Site Clearance**

# Take Up or Down and Set Aside for Re-use or Remove to Store or Tip off Site

#### **Units**

**1.** The units of measurement shall be:

Take up or down and set aside for re-use or remove to store or tip off Site the following:

- (i) Traffic signal pole ..... number.
- (ii) Traffic signal controller and base ..... number.
- (iii) Mains service feeder pillar ..... number
- (iv) Wireless loop detection sensor node .... number.

#### Measurement

2. The measurement for take up or down and set aside fro re-use or remove to store of tip off Site signal poles, controller cabinets and base, feeder pillar and wireless loop detection sensor node shall be.

Group	Feature	
1	1 2	Take up or down and set aside for re-use.  Take up or down and remove to store off Site.
	3	Take up or down and remove to tip off Site.
II	1	Traffic signal pole
	2	Traffic signal controller and base
	3	Feeder pillar
	4	Wireless loop detection sensor node

# Take Up or Down and Set Aside for Re-use or Remove to Store or Tip off Site

3. The item for take up or down and set aside for re-use or remove to store or tip off Site shall in accordance with the Preambles to Bill of Quantities General Directions include for:

# **Item Coverage**

- 4 (a) excavation of acceptable material (as Series 600 paragraph 17 and 18);
  - (b) excavation of unacceptable material (as Series 600 paragraph 19);
  - (c) excavation in Hard Material (as Series 600 paragraph 19

- (d) detensioning, dismantling and extracting posts;
- (e) cleaning, stacking, protecting and labelling;
- (f) transport and handling;
- (g) disconnecting, removing, disposing of and sealing of services and supplies;
- (h) sand and warning tape to cables where one or more are to remain in a shared trench;
- (i) backfilling and compaction;
- (j) making good to severed ends of existing walls, hedges and fencing;
- (k) disposal of material (as Series 600 paragraph 39);
- (I) reinstatement and making good;
- (m) storage facilities;
- (n) replacing items damaged during the foregoing operations;
- (o) credit value of materials;
- (p) multiple handling of materials;
- (q) treatment of hazardous materials.

#### **SERIES 500: Drainage and Service Ducts**

#### **Chambers**

#### **Units**

- **1.** The units of measurement shall be:
  - (i) Chambers ..... number.

#### Measurement

- **2.** The measurement shall be of the complete chamber,
- 3 Depths of chambers shall be the distance between the top surface of the cover and the bottom of the chamber

#### Itemisation

4 Separate items shall be provided for chambers in accordance with Chapter II paragraph 3 and 4 and the following:

Group	Feature			
1	1	Controller Cabinet.		
	2	Gland tray for controller cabinets		
	3	Chambers.		
II	1	Specified design groups		
Ш	1	Various lengths		
	2	Various widths		
	3	Various depths		
IV	1	Different types of cover		

#### **Chambers**

**5.** The item for chambers shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- (a) excavation of acceptable material (as Series 600 paragraphs 17 and 18);
  - (b) excavation of unacceptable material (as Series 600 paragraph 19);
  - (c) Construction of bases, walls, roof and cover slabs and shafts, surrounds and corbelling for cover;
  - (d) building in duct connections;
  - (e) cleaning,
  - (f) covers frames, seatings and bedding;
  - (g) lifting keys

- (g) backfilling and compaction;
- (h) disposal of material (as Series 600 paragraph 39);
- (i) reinstatement and making good;
- (j) sealants (as Series 2300 paragraph 10);
- (k) re-laying existing pipes disturbed;

#### **SERIES 1200: Traffic Signs and Road Markings**

#### **Traffic Signal Equipment Foundations**

#### Units

- **1** The units of measurement shall be:
  - Foundation for traffic signal controller cabinet base .....number.
  - ii) Foundation for traffic signal chamber .....number.
  - iii) Foundation for traffic signal pole retention socket...number.
  - iii) extra over for other types of concrete mix ..... cubic metre.

#### Measurement

- The measurement of traffic sign foundation shall be of the complete foundation. No deduction shall be made for:
  - i) holes, ducts, pockets, sockets, mortises and the like not exceeding 0.15 cubic metres each in volume;
  - ii) reinforcement;
  - iii) individual chamfers, splays, rebates, recesses, drips, grooves and the like;
  - iv) cast-in components not exceeding 0.15 cubic metres each in volume.
- The measurement of vertical realignment of traffic sign post shall be of each post realigned.

#### Itemisation

4 Separate items shall be provided for traffic sign foundation in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature				
I	<ul><li>1 Traffic signal equipment foundation.</li><li>2 Vertical realignment of traffic signal post.</li></ul>				
	Extra over items for different reinstatement types and areas				

# Traffic Signal Equipment Foundations

5 The items for traffic signal foundations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

a) excavation of acceptable material (as Series 600 paragraphs 17 and 18);

b) excavation of unacceptable material (as Series 600 paragraph 19);

- drilling or forming holes and pockets in structures or foundations and casting in bolts, sockets, base plates and anchorage assemblies;
- d) blinding concrete or paving slab;
- e) ducts in bases;
- f) plugging cable entry slot;
- g) bedding, grouting and filling;
- h) temporary supports;
- i) formwork (as Series 1700 paragraph 15);
- j) re-inforcement (as Series 1700 paragraph 26);
- k) building in or forming cable ducts in bases;
- I) in situ concrete (as Series 1700 paragraph 5);
- m) backfilling and compaction;
- n) reinstatement of bound and unbound surfaces;
- o) disposal of material (as Series 600 paragraph 39);
- p) site records.

#### Vertical Realignment of Traffic Signal Post

6

8

The items for vertical realignment of traffic sign post shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- a) traffic signal foundations (as this Series paragraph 1e);
- b) excavation in hard material (as Series 600 paragraph 23);
- c) alignment and sighting;
- d) replacing items damaged during the foregoing operations.

# Extra Over Excavation for Excavation in Hard Material for Traffic Signal Foundations

#### **Units**

- **9** The units of measurement shall be:
  - i) Extra over excavation for excavation in hard material for traffic signal foundations.....cubic metre.

#### Measurement

The measurement of extra over excavation for excavation in hard material for traffic sign foundations shall be the volume of hard material within the void measured under paragraph 1b of this Series.

#### Itemisation

Separate items shall be provided for extra over excavation for excavation in hard material for traffic sign foundations in accordance with Chapter II paragraphs 3 and 4 and the following:

	Group		Feature		
	I		extra over excavation for excavation in hard material for traffic sign foundations		
Extra Over Excavation For Excavation In Hard Material For Traffic Signal Equipment Foundations	11	for t	items for extra over excavation for excavation in hard material raffic sign foundations shall in accordance with the Preambles ill of Quantities General Directions include for:		
Item Coverage	12	a)	splitting, breaking and the like;		
		b)	cutting through reinforcement;		
		c)	saw cutting and trimming.		
	ELV T	raffic	Signal Controller		
Units	13	The units of measurement shall be:			
		i)	pedestrian crossing controllernumber.		
		ii)	traffic signal controllernumber		
Measurement	The measurement of traffic signal controller shall be of each complete controller installation				
Itemisation	15	Separate items shall be provided for traffic signal controller in accordance with Chapter II paragraphs 3 and 4 and the following:			
	Group		Feature		
	I		Pedestrian crossing controller.		
			2 Traffic signal controller		
			1 Different Types		
			2 Different Sizes		

The items for ELV traffic signal controller shall in accordance with

the Preambles to Bill of Quantities General Directions include for:

16

**ELV Traffic Signal** 

Controller

#### **Item Coverage**

- 17
- a) design, certificates and provision of data and drawings;
- b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like:
- c) plugging cable entry slots;
- d) drilling or forming holes and pockets in structures or foundations;
- e) bedding, grouting and filling;
- f) protective system (as Series 1900 paragraph 4);
- g) marking and lettering;
- h) disposal of material (as Series 600 paragraph 39);
- i) doors, locks and keys;
- j) conduit including screwed and threaded connections, bends, tees and the like;
- k) draw wires and threading cable through ducts, sleeves, conduit and the like;
- internal components assembled and proven including detection, out-station units and all other electronic components;
- m) backboards, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- n) complying with wiring and earthing regulations (other than earth electrodes);
- o) protective treatment;
- p) notices, recording and preparation and supply of record drawings.
- q) Configuration including Factory and Site Acceptance Tests;
- r) Connection Blocks and Top Cap Assemblies

#### **Traffic Signal Posts and Sockets**

#### **Units**

- **18** The units of measurement shall be:
  - i) traffic signal posts .....number.
  - ii) traffic signal post sockets ......number

#### Measurement

The measurement of traffic signal posts and sockets shall be of each complete post installation.

#### Itemisation

Separate items shall be provided for traffic sign and signal posts and sockets in accordance with Chapter II paragraphs 3 and 4 and the following:

_	Group	Fea	Feature		
	ı	1	Traffic signal posts.		
	Ш	1	1 Traffic signal posts.		
		2	Traffic signal post socket		
	III	1	Different types and diameters.		
	IV	1	Different heights.		

## Traffic Signal Posts 21 and Sockets

22

The items for traffic sign and signal posts and sockets shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) design, certificates and provision of data and drawings;
- b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like;
- c) plugging cable entry slots;
- d) drilling or forming holes and pockets in structures or foundations;
- e) bedding, grouting and filling;
- f) protective system (as Series 1900 paragraph 4);
- g) marking and lettering;
- h) disposal of material (as Series 600 paragraph 39);
- i) doors, locks and keys;
- j) conduit including screwed and threaded connections, bends, tees and the like;
- k) draw wires and threading cable through ducts, sleeves, conduit and the like;
- fixing to structures and foundations including attachment systems;
- m) backboards, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- n) complying with wiring and earthing regulations (other than earth electrodes):
- o) protective treatment:
- p) notices, recording and preparation and supply of record drawings.
- q) Configuration
- r) Connection Blocks and Top Cap Assemblies

#### **Traffic Signal Aspects**

#### **Units**

- The units of measurement shall be:
  - (i) traffic signal aspect .....number.
  - (ii) regulatory sign .....number

#### Measurement

The measurement of traffic signal aspect shall be the complete aspect installation.

#### Itemisation

Separate items shall be provided for cleaning of traffic signs in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature		
1	1	Traffic signal aspect.	
II	1	Traffic signal aspect.	
	2	Regulatory sign	
III	1	Different types.	
IV	1	Different configurations.	

## Traffic Signal Aspects

The items for traffic signal aspects shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) design, certificates and provision of data and drawings;
  - b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like;
  - c) plugging cable entry slots;
  - d) drilling or forming holes and pockets in structures or foundations;
  - e) protective system (as Series 1900 paragraph 4);
  - f) marking and lettering;
  - g) disposal of material (as Series 600 paragraph 39);
  - h) doors, locks and keys;
  - i) conduit including screwed and threaded connections, bends, tees and the like:
  - fixing to structures and foundations including attachment systems;

- brackets, fit and forget backing boards, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- complying with wiring and earthing regulations (other than earth electrodes);
- m) protective treatment;
- n) notices, recording and preparation and supply of record drawings.

#### **Push Button Demand Unit**

# Units The units of measurement shall be: (i) push button demand unit .....number. Measurement 29 The measurement of push button unit shall be the complete push button demand unit installation. Itemisation 30 Separate items shall be provided for push button demand unit in

Group	Feature		
1	1 Push Button Unit.		
II	1 Different types.		
III	1 Different configurations.		

accordance with Chapter II paragraphs 3 and 4 and the following:

Push Button Unit	31		items for push button units shall in accordance with the ambles to Bill of Quantities General Directions include for:
Item Coverage	32	a) b)	design, certificates and provision of data and drawings; resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like;
		c)	plugging cable entry slots;
		drilli	ng or forming holes and pockets in structures or foundations;
		e)	doors, locks and keys;

f) conduit including screwed and threaded connections, bends, tees and the like;

- g) fixing to structures and foundations including attachment systems;
- h) brackets, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- i) complying with wiring and earthing regulations (other than earth electrodes);
- j) protective treatment;
- k) notices, recording and preparation and supply of record drawings.

#### **Traffic Signal Detector Equipment**

#### Units

- 33 The units of measurement shall be:
  - (i) detector unit .....number.
  - (ii) replacement battery .....number
  - (iii) mains conversion unit .....number
  - (iv) detector bracket .....number

#### Measurement

34 The measurement of traffic signal detector equipment shall be the complete detector unit installation.

#### Itemisation

Separate items shall be provided for installation of traffic signal detector equipment in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feat	Feature		
ı	l	Detector Unit		
II	1	Detector Unit		
	2	Replacement Battery		
	3	Mains Conversion Unit		
	4	Detector Bracket		
III	1	Different types.		

## Traffic Signal Detector Unit

The items for traffic signal aspects shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

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- a) design, certificates and provision of data and drawings;
- b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like;
- c) plugging cable entry slots;
- d) drilling or forming holes and pockets in structures or foundations;
- e) doors, locks and keys;
- f) conduit including screwed and threaded connections, bends, tees and the like;
- g) fixing to structures and foundations including attachment systems;
- h) brackets, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- i) complying with wiring and earthing regulations (other than earth electrodes);
- j) protective treatment;
- k) setting up and testing for correct operation; and
- notices, recording and preparation and supply of record drawings.

#### Installation of Vehicle Activated Sign (VAS)

#### **Units**

- **38** The units of measurement shall be:
  - (i) Installation of VAS .....number.

#### Measurement

The measurement of installation of vehicle activated signs shall be the complete VAS unit installation.

#### Itemisation

Separate items shall be provided for installation of vehicle activated sign in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature			
T	1	Installation of VAS		
II	1	Different types.		

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#### Installation of Vehicle Activated Signs

The items for installation of vehicle activated sign shall in accordance with the Preambles to Bill of Quantities General Directions include for:

**Note**:- Vehicle Activated Sign and mounting assembly to be supplied by *Service Manager* 

#### **Item Coverage**

- a) design, certificates and provision of data and drawings;
  - b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like:
  - c) plugging cable entry slots;
  - d) drilling or forming holes and pockets in structures or foundations;
  - e) doors, locks and keys;
  - f) conduit including screwed and threaded connections, bends, tees and the like;
  - g) fixing to structures and foundations including attachment systems;
  - h) brackets, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
  - i) complying with wiring and earthing regulations (other than earth electrodes);
  - j) protective treatment;
  - k) notices, recording and preparation and supply of record drawings.

#### Installation of Variable Message Sign (VMS)

#### **Units**

- The units of measurement shall be:
  - (ii) Installation of VMS .....number.

#### Measurement

The measurement of vehicle activated signs shall be the complete VMS unit installation.

#### **Itemisation**

Separate items shall be provided for installation of variable message sign in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature		
1	1	Installation of VMS	
Ш	1	Different sizes.	

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#### Installation of Variable Message Signs

The items for installation of variable message sign shall in accordance with the Preambles to Bill of Quantities General Directions include for:

**Note**:- Variable Message Sign and mounting assembly to be supplied by *Service Manager* 

#### **Item Coverage**

- a) design, certificates and provision of data and drawings;
- b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like:
- c) plugging cable entry slots;
- d) drilling or forming holes and pockets in structures or foundations;
- e) doors, locks and keys;
- f) conduit including screwed and threaded connections, bends, tees and the like;
- g) fixing to structures and foundations including attachment systems;
- h) brackets, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- i) complying with wiring and earthing regulations (other than earth electrodes);
- j) protective treatment;
- k) notices, recording and preparation and supply of record drawings.

#### **Installation of CCTV Camera**

#### **Units**

- The units of measurement shall be:
  - (iii) Installation of CCTV Camera.....number.

#### Measurement

The measurement of CCTV camera installation shall be the complete CCTV camera unit installation.

#### **Itemisation**

Separate items shall be provided for the installation of CCTV camera in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Feature			
1	1	Installation of CCTV Camera		
Ш	2	Different sizes.		

## Installation of CCTV Camera

The items for installation of CCTV camera shall in accordance with the Preambles to Bill of Quantities General Directions include for:

**Note**:- CCTV Camera and mounting assembly to be supplied by *Service Manager* 

#### Item Coverage

- a) design, certificates and provision of data and drawings;
- b) resubmissions, modifications and obtaining aesthetic approval; rivets, nuts, bolts, shims, washers, welds, clamps and the like;
- c) plugging cable entry slots;
- d) drilling or forming holes and pockets in structures or foundations;
- e) doors, locks and keys;
- f) conduit including screwed and threaded connections, bends, tees and the like:
- g) fixing to structures and foundations including attachment systems;
- h) brackets, fixings, protective caps, sealings, grommets, spacers, mounting/base plates and strips;
- i) complying with wiring and earthing regulations (other than earth electrodes);
- j) protective treatment;
- k) notices, recording and preparation and supply of record drawings.

#### SERIES 1400: Electrical Work for Road Lighting and Traffic Signs

#### **Trench for Duct**

#### **Units**

- **1** The units of measurement shall be:
  - trench for duct...... linear metre.

#### Measurement

- The measurement of trench for duct shall be the summation of the distance long the centre line of the route between the following points:
  - the face of foundation to traffic signal controller, traffic signal pole, feeder pillar, electricity supply point and the like;
  - ii) the intersection of the centre line at junctions;
  - iii) the position of terminations shown in the Contract;
  - iv) the point of change of stage depth.

The measurement of trench for duct shall be measured once only irrespective of the number of ducts in the trench. The depth of the duct trenches shall be the vertical measurement between the underside of the bedding, or if no bedding is specified the underside of the duct, and the earthworks outline.

#### Itemisation

3 Separate items shall be provided for trench for cable or duct in accordance with Chapter II paragraphs 3 and 4 and the following:

	Group	Fe	Feature	
	ı	1	1 Trench for duct.	
	II	1	1 Trench of various depths	
		2	Trench of various widths.	
	III	1	In verges.	
		2	In footways.	
		3	In carriageways and paved areas.	
Trench for Cable or Duct	4		ems for trench for cable or duct shall in accordance with the obles to Bill of Quantities General Directions include for:	
Item Coverage	5	a)	excavation of acceptable material (as Series 600 paragraphs 17 and 18);	
		b)	excavation of unacceptable material (as Series 600 paragraph 19);	
		c)	excavation in Hard Material (as Series 600 paragraph 23);	

- d) additional depth of excavation to maintain specified cover at obstructions;
- e) additional excavation to accommodate extra lengths of duct:
- f) locating, working around and supporting pipes, cables, services, apparatus and the like;
- g) trimming, levelling and compacting;
- h) duct bedding, haunching and surrounding;
- i) formwork (as Series 1700 paragraph 15);
- j) movement joints to beds, surrounds and the like;
- k) backfilling and compaction;
- I) troughing, lids, access points and bedding;
- m) disposal of material (as Series 600 paragraph 39);
- n) marking tape or cable covers;
- o) reinstatement of surfaces;
- p) site records.

#### **Cable and Duct**

#### **Units**

- **6** The units of measurement shall be:
  - i) cable ...... linear metre
  - ii) duct ..... linear metre

#### Measurement

7 The measurement of cable shall be the summation of the individual lengths along the centre line of the route of the cable between the points of cable termination within each item of equipment.

Points of cable termination shall be:

- i) in the case of loop detector feeders the point at which the cable enters the terminal block;
- ii) in all other cases the point at which the cables enter the boxes, distributors, traffic signal poles or cabinets, cut-outs and the like.
- The measurement of duct shall be the summation of the individual lengths along the centre line of the route of the duct.

#### Itemisation

9 Separate items shall be provided for cable and duct in accordance with Chapter II paragraphs 3 and 4 and the following:

	Group		Featu	ure
	1		1	Cable
			2	Duct
	II		1	Different types and sizes of cable.
			2	Different internal diameters of duct
	III		1	In trench.
Cable				s for cable shall in accordance with the Preambles to Bill ties General Directions include for:
Item Coverage	11	a)		ermination loop required for connection into a unit, future ermination and tying in;
	I	b)	thro	ealing, clearing and swabbing out ducts, drawing cables ugh, replacing draw ropes, plugging and sealing duct s and marking;
	(	c)		rmediate supports and fixing devices where cables leave ch and prior to entry into equipment;
		d)	supp	ports to vertical and horizontal cables;
	•	e)	seal	ing to cable ends;
	1	f)		ng, tying together, sealing, coiling and strapping of sed cores;
	9	g)	unsc	cheduled joints;
	1	h)	marl the l	ker blocks, marker tape, identification tags, sleeves and like;
	i	i)	twist	ting and snaking;
	j	j)	prep	paration and supply of record drawings;
	1	k)	com	missioning;
	1	l)	addi	tional protection and support;
	1	m)	site	records and colour coding;
	I	n)		plying with wiring and earthing regulations and testing inspection (as Clause 1424SR);
Duct				s for duct shall in accordance with the Preambles to Bill of s General Directions include for:
Item Coverage		1.	cutti	ng, laying, jointing and bedding;
	:	2.	supp	ports to vertical and horizontal ducts;
	;	3.	reco	ording, staking and labelling;
	•	4.	fixing post	g draw ropes, removable stoppers, marker blocks and s;
	;	5.	sche	edules;

- 6. lubricants, packing, grouting and caulking;
- 7. surveys and recordings.

#### Cable Joints, Termination Units, Cable Terminations and Photo-Electric Control Units

#### **Units**

- 13 The units of measurement shall be:
  - cable joints, termination units, cable terminations and photoelectric control units...... number.

#### Measurement

- The measurement of cable joints shall be of the complete installation. Cable joints shall be measured only where they are required specifically by the Contract. Unscheduled cable joints in running lengths shall not be measured.
- The measurement of termination units shall include only for the switchgear and shall exclude the termination of the cables.
- The measurement of cable terminations shall include only for the termination element and shall exclude any switchgear. Multiple terminations shall be measured as separate units.
- The measurement of photo-electric control units shall include for the complete installation into a luminaire not previously fitted with a photo-electric control unit.

#### Itemisation

Separate items shall be provided for cable joints, termination units, cable terminations and photo-electric control units in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	Feature			
I	1	Cable joint.			
	2	Termination unit.			
	3	Cable termination.			
	4	Photo-electric control unit			
II	1	Different types and sizes			

## **Cable Joints and Cable Terminations**

The items for cable joints and cable terminations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- a) preparing, dismantling, stripping and cleaning ends;
  - b) connectors, glands, sleeves, cleats, tags and the like

- c) connecting conductors to terminals;
- d) insulating ends of unused conductors;
- e) bonding;
- f) jointing kits;
- g) numbering and lettering;
- h) complying with wiring and earthing regulations and testing and inspection (as Clause 1424SR);
- i) protection, curing and support of cable joints and keeping the cable joint free of moisture;
- k) markers;
- additional excavation in any material (as Series 600 paragraphs 17, 18, 19 and 23);
- m) additional backfilling and compaction;
- n) disposal of material (as Series 600 paragraph 39);
- o) links and jumper leads;
- p) building out;
- q) site records.

#### **Termination Units 21**

The items for termination units shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) removing "knock outs" and drilling backboard;
- b) dismantling and reassembly;
- c) removal and disposal of any existing termination unit;
- d) numbering and lettering;
- e) connecting conductors to terminals;
- f) complying with wiring and earthing regulations and testing and inspection (as Clause 1424SR);
- g) links and jumper leads;
- h) site records.

## Photo-Electric Control Units

The items for photo-electric control units shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### Item Coverage

- a) dismantling and reassembly;
  - b) drilling and forming holes;
  - c) connecting conductors to terminals;
  - d) removal and disposal of existing time control unit;
  - e) making good any damage or defects in the earthing and wiring systems;
  - f) complying with wiring and earthing regulations and testing and inspection (as Clause 1424SR);

- g) checking for satisfactory operation and bringing into service;
- h) site records.

#### **Feeder Pillars**

24	The units of measurement shall be:
	i) feeder pillar number.
25	The measurement of feeder pillars shall be of the complete installation.
26	The supply of the internal electrical equipment will be measured separately.
27	Separate items shall be provided for feeder pillars in accordance with Chapter II paragraphs 3 and 4 and the following:
	25 26

I 1 Type of feeder pillar	Group	Feature		
	I	1	Type of feeder pillar	

#### **Feeder Pillars** 28 The items for feeder pillars shall in accordance with the Preambles to Bill of Quantities General Directions include for: **Item Coverage** 29 excavation of acceptable material (as Series 600 paragraphs a)

- 17 and 18);
- b) excavation of unacceptable material (as Series 600 paragraph 19);
- excavation in Hard Material (as Series 600 paragraph 23); c)
- brickwork, blockwork and stonework (as Series 2400 d) paragraphs 4 and 8);
- backfilling and compaction; e)
- disposal of material (as Series 600 paragraph 39); f)
- building in cable ducts in bases; g)
- concrete (as Series 1700 paragraphs 5 and 10); h)
- formwork (as Series 1700 paragraph 15); i)
- reinforcement (as Series 1700 paragraph 26 j)
- removing knock-outs, drilling or forming holes and pockets k) and casting in bars, sockets, base plates, plinths and anchorage assemblies;
- footways and paved areas (as Series 1100 paragraph 21); I)

- m) adhesives and epoxy or polyester mortar, bedding mortar or grout;
- n) backboards, fixings, protective caps, sealing, grommets, spacers, mounting plates and strips;
- complying with wiring and earthing regulations (other than earth electrodes) and testing and inspection (as Clause 1424SR);
- p) trunking including connections, bends, tees and the like and draw wires;
- q) fix in position electrical equipment and make the connections, excluding electricity supplier's connections;
- r) threading cable through ducts, sleeves, conduit and the like;
- s) doors, locks and keys;
- t) protective system (as Series 1900 paragraph 4);
- u) notices, labelling, recording numbering and lettering;
- v) in the case of equipment supplied by the Overseeing Organisation, loading, transporting from store, unloading and positioning for installation or re-installation and replacing items damaged during the foregoing operations;
- w) filling, bedding and sealing;
- x) cleaners, solvents and desiccants;
- y) preparation and supply of record drawings;
- z) service connections and commissioning.

#### Cyclic Maintenance of Traffic Signal Equipment and Feeder Pillars

Units	30	The units of measurement shall be:	
		i) cyclic maintenance of traffic signal equipment number.	
Measurement	31	The measurement of cyclic maintenance of traffic signal equipment and feeder pillars shall be for each completed unit.	
	32	Materials will be measured separately under Traffic Signal Materials	
Itemisation	33	Separate items shall be provided for cyclic maintenance of traffic signal equipment and feeder pillars in accordance with Chapter II paragraphs 3 and 4 and the following:	

Group	Fea	Feature		
I	1	Cyclic maintenance of traffic signal equipment.		
II	1	Pedestrian crossing installation.		
	2	Signalised junction installation.		
	3	School wig-wag installation.		
	4	Cattle crossing installation.		
	5	Vehicle activated sign installation.		
	6	CCTV camera installation.		
	7	Feeder pillar		
III	1	Different sizes and types.		

#### Cyclic Maintenance 34 of Pedestrian Crossing and Signalised Junction Installations

The items for cyclic maintenance of pedestrian crossing and signalised junction installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- 35
- a) fault repair of lighting aspects and box signs (as paragraph 44):
- b) disconnection and reconnection of network cabling
- c) dismantling and reassembly;
- d) structural inspection;
- e) door and cabinet base seals and replace as necessary
- all internal and external cleaning, brushing out and removal of graffiti;
- g) maintaining correct adjustments and alignments;
- h) lubricating all relevant moveable parts;
- checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
- j) secure edging strips backing boards or hoods;
- k) replacement and date marking of lamps and fluorescent starter switches;
- replacing incorrect fuses;
- m) check and report on operational timings and the like detailed in Specification paragraph 8.8 and report finding to *Service Manager*;
- n) Integrity and waterproofing of top cap assemblies;
- o) integrity and operation of all detector systems

- p) operation alignment and functioning of all equipment mounted on signal poles such as aspects, brackets detector heads, push button units and the like;
- q) check and replace if necessary internal and repeater batteries;
- r) cleaning of sign faces up to 0.5 sq.m in area;
- s) fixing of identification marks and warning notices;
- t) update site records.

#### **36 to 37.** Not used

38

39

# Cyclic Maintenance of School Wig-Wag Installations

The items for cyclic maintenance of school wig-wag installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- a) fault repair of lighting unit (as paragraph 44);
- b) disconnection and reconnection of network cabling
- c) dismantling and reassembly;
- d) structural inspection;
- e) all internal and external cleaning, brushing out and removal of graffiti;
- f) maintaining correct adjustments and alignments;
- g) lubricating all relevant moveable parts;
- h) checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
- i) replacement and date marking of lamps and fluorescent starter switches:
- i) replacing incorrect fuses;
- k) cleaning of sign faces up to 0.5 sq.m in area;
- I) fixing of location mark and warning notices;
- m) programme with term time data;
- check and report on operational timings and the like detailed in Specification paragraph 8.8 and report finding to Service Manager;
- o) Site records.

# Cyclic Maintenance 40 of Cattle Crossing Installations

The items for cyclic maintenance of cattle crossing installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### Item Coverage

- a) fault repair of lighting unit (as paragraph 44;
  - b) disconnection and reconnection of network cabling
  - c) dismantling and reassembly;
  - d) structural inspection;
  - e) all internal and external cleaning, brushing out and removal of graffiti;
  - f) maintaining correct adjustments and alignments;
  - g) lubricating all relevant moveable parts;
  - checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
  - replacement and date marking of lamps and fluorescent starter switches;
  - i) replacing incorrect fuses;
  - k) cleaning of sign faces up to 0.5 sq.m in area;
  - I) fixing of location mark and warning notices;
  - m) check and report on operational timings and the like detailed in Specification paragraph 10.2 and report finding to *Service Manager*;
  - n) Site records.

# Cyclic Maintenance 42 of Vehicle Activated Sign Installations

The items for cyclic maintenance of vehicle activated sign installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) disconnection and reconnection of network cabling
- b) dismantling and reassembly;
- c) structural inspection;
- d) all internal and external cleaning, brushing out and removal of graffiti;
- e) maintaining correct adjustments and alignments;
- checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
- g) replacing incorrect fuses;
- h) cleaning of sign faces up to 0.5 sq.m in area;
- check and report on site conditions and the like as detailed in Specification paragraph11.2 and report finding to Service Manager;
- j) Site records.

#### Cyclic Maintenance 44 of Variable Message Sign Installation

The items for cyclic maintenance of Variable Message sign installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- 45
- k) disconnection and reconnection of network cabling
- dismantling and reassembly;
- m) structural inspection;
- all internal and external cleaning, brushing out and removal of graffiti;
- o) maintaining correct adjustments and alignments;
- p) checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
- q) replacing incorrect fuses;
- r) cleaning of sign faces up to 1.0 sq.m in area;
- s) check and report on site conditions and the like as detailed in Specification paragraph11.2 and report finding to *Service Manager*;
- a) Site records.

# Cyclic Maintenance 46 of CCTV Camera Installations

The items for cyclic maintenance of CCTV camera installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- 47
- a) disconnection and reconnection of network cabling
- b) dismantling and reassembly;
- c) structural inspection;
- all internal and external cleaning, brushing out and removal of graffiti;
- e) maintaining correct adjustments and alignments;
- f) lubricating all relevant moveable parts;
- g) checking and tightening screws, bolts, grub screws, locking devices, terminals etc;
- h) replacing incorrect fuses;
- i) check and report on operational timings and the like detailed in Specification paragraph 11.2 and report finding to Service Manager;
- i) site records.

48

49

#### Cyclic Maintenance of Fixed Automatic Traffic Counter Installations

The items for cyclic maintenance of fixed automatic traffic counter installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### Item Coverage

- a) disconnection and reconnection of network cabling
- b) integrity and operation of detection systems;
- c) physical inspection of detector loops or nodes;
- d) structural inspection;
- e) check and report on operational timings and the like detailed in Specification paragraph 12.2 and report finding to *Service Manager*;
- f) site records.

# Cyclic Maintenance 50 of Cycle Loop Detection Installations

The items for cyclic maintenance of cycle loop detection installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### Item Coverage 51

- a) disconnection and reconnection of network cabling
- b) integrity and operation of detection systems;
- c) physical inspection of detector loops or nodes;
- d) structural inspection;
- e) check and report on operational timings and the like detailed in Specification paragraph 12.2 and report finding to Service Manager;
- f) site records.

## Cyclic Maintenance 52 of Feeder Pillars

The items for cyclic maintenance of feeder pillars shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) disconnection and reconnection of network cabling
- b) dismantling and reassembly;
- c) structural inspection;
- d) door and cabinet base seals and replace as necessary
- e) all internal and external cleaning, brushing out and removal of graffiti;
- f) lubricating all relevant moveable parts;
- g) checking and tightening screws, bolts, grub screws, locking devices, terminals etc.;
- h) Replacing incorrect fuses;

i) fixing of identification marks and warning notices.

## Periodic Electrical Testing of Traffic Signal Installations and Feeder Pillars

#### Units

- The units of measurement shall be:
  - i) periodic electrical testing ...... number.

#### Measurement

The measurement of periodic electrical testing shall be of each complete unit.

Materials will be measured separately under Miscellaneous Traffic Signal Equipment Materials

#### Itemisation

Separate items shall be provided for periodic electrical testing of lighting units in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	Feature		
I	1	Periodic electrical testing of traffic signals installations and feeder pillars		
	1	Pedestrian crossing installations		
	2	Signalised junction installations		
	3	School wig-wag installation.		
	4	Cattle Crossing Installation.		
	5	Vehicle actuated sign installation.		
	6	CCTV camera installations.		
	7	Feeder pillars.		
III	1	Different sizes and types.		

#### Periodic Electrical Testing of Traffic Signal Installations and Feeder Pillars

The items for periodic electrical testing of lit aspects shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- a) dismantling and reassembly;
  - b) electrical inspection, testing and commissioning in accordance with Clause 1424;
  - c) fault repair of lit aspect (as this Series paragraph 7d;
  - d) routine structural inspection (as Appendix 13/70

- e) removing unauthorised signs;
- f) site records.

#### Fault Finding and Repair on Traffic Signal installations

#### **Units**

58 i) fault finding and repair of traffic signal installation ...... number

The units of measurement shall be:

#### Measurement

The measurement of fault finding and repair of traffic signal installations shall be for each complete unit irrespective of the number of faults.

A repair to a common fault affecting two or more units shall be measured as a single repair.

Materials will be measured separately under Miscellaneous Traffic Signals Materials

#### Itemisation

Separate items shall be provided for fault finding and repair of lit aspects in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	ature
1	1	Fault repair of lit aspect.
П	1	Pedestrian Crossing Installation.
	2	Traffic Signal Installation
	3	School wig-wag.
	4	Cattle Crossing.
	5	Vehicle actuated sign.
	6	Variable Message Signs
	7	CCTV Camera Installation
	8	Fixed Automatic Traffic Counter
	9	Cycle Loop Detection System
III	1	Different types.

#### Fault Finding and Repair on Pedestrian Crossing or Traffic Signal Installations

The items for fault finding and repair on pedestrian crossing or traffic signal installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- 62
- a) disconnection and reconnection of network cabling;
- b) dismantling and reassembly;
- c) identifying and rectifying the cause of any fault or defect;
- d) disconnection, removal, labelling, multiple handling, transporting and storing of faulty electrical equipment;
- e) disconnection, recovery, labelling, transporting, storing and multiple handling of recoverable materials;
- f) finding fault and fixing of replacement electrical equipment and wiring;
- g) fixing, erecting and installing recovered materials and materials provided by the *Service Manager*;
- h) re-fixing insecure backing boards and components;
- making good any damage or defects in the earthing and wiring systems;
- j) date marking of lamps;
- k) replacement of damaged, defective or missing, fastenings, doors and locks;
- I) maintaining correct adjustments and alignments;
- m) realignment of signal heads and detector equipment;
- n) electrical testing following the replacement of any electrical equipment (as Clause 1424SR);
- o) checking for satisfactory operation and bringing into service;
- p) maintaining protective systems;
- q) disposal of material (as Series 600 paragraph 39);
- r) replacing items damaged during the foregoing operations;
- s) fixing of location mark and warning notices;
- t) removing unauthorised signs;
- u) site record.

#### Fault Finding and Repair on School Wig-Wag Installation

63

The items for fault finding and repair on school wig-wag installation shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- 64
- a) disconnection and reconnection of network cabling;
- b) dismantling and reassembly;
- c) identifying and rectifying the cause of any fault or defect;
- d) disconnection, removal, labelling, multiple handling, transporting and storing of faulty electrical equipment;
- e) disconnection, recovery, labelling, transporting, storing and multiple handling of recoverable materials;
- f) finding fault and fixing of replacement electrical equipment and wiring;
- g) fixing, erecting and installing recovered materials and materials provided by the *Service Manager*.
- h) re-fixing insecure components;
- making good any damage or defects in the earthing and wiring systems;
- j) date marking of lamps;
- k) replacement of damaged, defective or missing, fastenings, doors and locks;
- I) maintaining correct adjustments and alignments;
- m) realignment of signal heads and detector equipment;
- n) electrical testing following the replacement of any electrical equipment (as Clause 1424SR);
- o) checking for satisfactory operation and bringing into service;
- p) maintaining protective systems;
- q) disposal of material (as Series 600 paragraph 39);
- r) replacing items damaged during the foregoing operations.
- s) fixing of location mark and warning notices;
- t) removing unauthorised signs.
- u) Re-entering term time data
- v) site record.

#### Fault Finding and Repair on Cattle Crossing Installation

65

The items for fault finding and repair on cattle crossing shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### Item Coverage

66

- a) disconnection and reconnection of network cabling;
- b) dismantling and reassembly;
- c) identifying and rectifying the cause of any fault or defect;

disconnection, removal, labelling, multiple handling, transporting and storing of faulty electrical equipment;

- d) disconnection, recovery, labelling, transporting, storing and multiple handling of recoverable materials;
- e) finding fault and fixing of replacement electrical equipment and wiring;
- f) fixing, erecting and installing recovered materials and materials provided by the *Service Manager*;
- g) re-fixing insecure components;
- h) making good any damage or defects in the earthing and wiring systems;
- i) date marking of lamps;
- j) replacement of damaged, defective or missing, fastenings, doors and locks:
- k) maintaining correct adjustments and alignments;
- I) realignment of signal heads and detector equipment;
- m) electrical testing following the replacement of any electrical equipment (as Clause 1424SR)
- n) checking for satisfactory operation and bringing into service;
- o) maintaining protective systems;
- p) disposal of material (as Series 600 paragraph 39);
- q) replacing items damaged during the foregoing operations;
- r) fixing of location mark and warning notices;
- s) removing unauthorised signs;
- t) site record.

#### Fault Finding and Repair on Vehicle Actuated Signs, Variable Message Signs and CCTV Camera Installations

67

68

The items for fault finding and repair on vehicle actuated signs, variable message signs and CCTV camera installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- a) disconnection and reconnection of network cabling;
  - b) dismantling and reassembly;
  - c) identifying and rectifying the cause of any fault or defect;
  - d) disconnection, removal, labelling, multiple handling, transporting and storing of faulty electrical equipment;
  - e) disconnection, recovery, labelling, transporting, storing and multiple handling of recoverable materials;
  - f) finding fault and fixing of replacement electrical equipment and wiring:

- g) fixing, erecting and installing recovered materials and materials provided by the *Service Manager*;
- h) re-fixing insecure components;
- making good any damage or defects in the earthing and wiring systems;
- replacement of damaged, defective or missing, fastenings, doors and locks;
- k) maintaining correct adjustments and alignments;
- I) realignment of signal heads and detector equipment;
- m) electrical testing following the replacement of any electrical equipment (as Clause 1424SR);
- n) checking for satisfactory operation and bringing into service;
- o) maintaining protective systems;
- p) disposal of material (as Series 600 paragraph 39);
- q) replacing items damaged during the foregoing operations;
- r) fixing of location mark and warning notices;
- s) removing unauthorised signs;
- t) site record.

#### Fault Finding and Repair on Fixed Automatic Traffic Counters and Cycle Loop Detector Installations

69

The items for fault finding and repair on fixed automatic traffic counter and cycle loop detector installations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- 70
- a) disconnection and reconnection of network cabling;
- b) dismantling and reassembly;
- c) identifying and rectifying the cause of any fault or defect;
- d) disconnection, removal, labelling, multiple handling, transporting and storing of faulty electrical equipment;
- e) disconnection, recovery, labelling, transporting, storing and multiple handling of recoverable materials;
- f) fixing of replacement electrical equipment and wiring;
- g) replacement of damaged, defective or missing, fastenings, doors and locks;
- h) maintaining correct adjustments and alignments;
- i) realignment of detector equipment;
- i) checking for satisfactory operation and bringing into service;
- k) maintaining protective systems;

- l) disposal of material (as Series 600 paragraph 39);
- m) replacing items damaged during the foregoing operations;
- n) site record.

#### **Traffic Signal Material**

# Units 71 The units of measurement shall be: i) traffic signal material ...... number. Measurement 72 The measurement of the traffic signal material shall be for each item of material installed. Itemisation 73 Separate items shall be provided for traffic signal material in

Group	Fea	Feature			
1	1	Traffic signal materials			
II	1	Different types of material			
III	1	Different wattages, sizes and the like.			

accordance with Chapter II paragraphs 3 and 4 and the following:

Traffic Signal Material	74	The items for traffic signal material shall in accordance with the Preambles to Bill of Quantities General Directions include for:
Item Coverage	75	ordering materials;
		b) taking delivery;
		c) unloading, labelling, storing and protecting;
		d) waste;
		e) discounts;
		f) use of sub-Contractors;
		g) multiple handling and transport;
		h) delivery to site;

#### **Location Marks and Warning Notices**

**Units** 76 The units of measurement shall be:

i)

i) location marks and warning notices ...... number.

establishment charges, overheads and profit.

#### Measurement

77 The measurement of location marks and warning notices shall be for each mark or notice fitted.

#### Itemisation

78 Separate items shall be provided for location marks and warning notices in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	Feature			
1	1	Location marks and warning notices.			
II	1 2	Location marks. Warning notices.			
III	1 2 3	Self adhesive. Banded. Painted.			
IV	1	Different quantities.			

#### Location Marks and Warning Notices

79 The items for location marks and warning notices shall in accordance with the Preambles to Bill of Quantities General Directions include for:

#### **Item Coverage**

- a) removing or obliterating old numbers;
- b) de-greasing and preparing surface to ensure adhesion;
- c) affixing or painting location marks and warning notices to structures;
- d) site records.

#### **Temporary Equipment**

80

#### **Units**

- **81** The units of measurement shall be:
  - i) Temporary Power Supply ..... day

#### Measurement

The measurement of temporary power supply shall be for each item of material installed.

#### Itemisation

Separate items shall be provided for temporary power supply in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	Feature			
1	1	Power Supply			
	2	Signals Installation			

Temporary Power Supply	84	The items for temporary power supply shall in accordance with the Preambles to Bill of Quantities General Directions include for:		
Item Coverage	85	<ul> <li>a) acquisition of 240v generator;</li> <li>b) delivery to site, unloading, labelling, storing and protecting;</li> <li>c) connection and disconnect to equipment;</li> <li>d) starting, stopping and refuelling of generator;</li> <li>e) multiple handling and transport;</li> </ul>		
Temporary Signals Installation	86	The items for temporary signals installation shall in accordance with the Preambles to Bill of Quantities General Directions include for:		
Item Coverage	87	<ul> <li>a) simple temporary 4-way crossing installation</li> <li>b) delivery to site, unloading, labelling, storing and protecting;</li> <li>c) connection and disconnect of equipment;</li> <li>d) check on correct operation;</li> <li>e) multiple handling and transport.</li> <li>f)</li> </ul>		
Temporary Pedestrian Crossing Installation	88	The items for temporary pedestrian crossing installation shall in accordance with the Preambles to Bill of Quantities General Directions include for:		
Item Coverage	89	<ul> <li>g) simple temporary 2-way crossing installation</li> <li>h) delivery to site, unloading, labelling, storing and protecting;</li> <li>i) connection and disconnect of equipment;</li> <li>j) check on correct operation;</li> <li>k) multiple handling and transport.</li> </ul>		

#### **SERIES 1500: Motorway Communications**

#### Signals Cable

#### **Units**

- **1** The units of measurement shall be:
  - i) signals cable...... linear metre.

#### Measurement

The measurement of signals cable shall be the summation of the individual lengths along the centre line of the route between the points of termination within each item of equipment:

Points of cable termination shall be:

- i) in the case of loop detector feeders the point at which the cable enters the terminal block.
- ii) in all other cases the point at which the cables enter the boxes, distributors and the like.;.

#### Itemisation

3 Separate items shall be provided for trench for cable or duct in accordance with Chapter II paragraphs 3 and 4 and the following:

	Group	F	eature
	l	1	Signals cable.
	11	1	Different types and size of cables
Signals Cable	4		ems for trench for cable or duct shall in accordance with the nbles to Bill of Quantities General Directions include for:
Item Coverage	5	a)	extra length of cable required for connection into a unit, future retermination and laying in;
		b)	unsealing, clearing and swabbing of ducts, cable, lubrication, duct bellmouths, cable chutes, drawing cables through, replacing draw cords, plugging and sealing duct ends and marking;
		c)	arranging for delivery, unloading, secure storage and positioning for installation or re-installation;
		d)	replacing items damaged during the foregoing operations;
		e)	modification and new materials;
		f)	maintaining record of bulk purchased equipment;
		g)	signals cable (as this Series paragraph 13);
		h)	keeping and maintaining cable drum register;
		i)	arranging for and recording of empty cable drum collection;
		j)	arranging for and recording of collection of all surplus unused bulk purchased cable;
		k)	taking precautions to minimise wastage.

7

## **Signals Cable Joints and Terminations**

#### Units

- 6 The units of measurement shall be:
  - i) signals cable joints, signals cable terminations...... number.

#### Measurements

Signal cable joints and signals cable terminations shall be measured only where they are required specifically by the Contract. Unscheduled signals cables joints in running lengths shall not be measured.

#### Itemisation

8 Separate items shall be provided for signals cable joints and signals cable terminations in accordance with Chapter II paragraphs 3 and 4 and the following:

Group	Fea	Feature		
I	1 2	Signals cable joints. Signals Cable Terminations.		
II	1	Different types		
III	1	Different sizes		

## Signals Cable Joints and Signals Cable Terminations

9 The items for trench for signals cable joints and signals cable terminations shall in accordance with the Preambles to Bill of Quantities General Directions include for:

- **10** a) preparing, stripping and cleaning ends;
  - b) connectors, glands, clamps, sleeves, cleats, tags and terminal blocks;
  - c) connecting conductors to terminals;
  - d) removing "knock outs" and drilling backboard;
  - e) insulating ends of unused conductors;
  - f) bonding;
  - g) jointing kits;
  - h) numbering and lettering;
  - i) complying with wiring regulations and earthing (other than earth electrodes);
  - j) protection, curing and support of cable joints and keeping the cable joint free of moisture;
  - k) markers;
  - additional excavations in any material (as Series 600 paragraphs 17, 18, 19 and 23);

- m) links and jumper leads;
- n) building out;
- o) disposal of material (as Series 600 paragraph 39).

#### **Maintenance of Mesh Communications Link**

## Units

- 11 The units of measurement shall be:
  - i) Maintenance of mesh communications link...... Year.

## Measurements

Maintenance of mesh communications link between Shirehall and Ditherington Road/Wingfield Gardens and Shirehall to UTC Centre.

#### Itemisation

Separate items shall be provided for maintenance of micro-wave communications link in accordance with Chapter II paragraphs 3 and 4 and the following:

	Gro	up	Fe	ature	
		I	1	Maintenance of mesh communications link.	
Maintenance of Mesh Communication Link	14	ac	The items for maintenance of mesh communications link shall in accordance with the Preambles to Bill of Quantities General Directions include for:		
Item Coverage	15	a)	di	shes, antennas and bracketry	
		b)	Ca	ables and connections;	
		c)	m	esh port nodes;	
		d)	id	entifying and rectifying the cause of any fault or defect;	
		e)	re	eplacing incorrect fuses;	
		f)		sconnection, removal, labelling, multiple handling, ansporting and storing of faulty electrical equipment;	
		g)		sconnection, recovery, labelling, transporting, storing and ultiple handling of recoverable materials;	
		h)	fix	king of replacement electrical equipment;	
		i)		king, erecting and installing recovered materials and laterials provided by the Service Manager;	
		j)		aking good any damage or defects in the earthing and iring systems;	
		k)		eplacement of damaged, defective or missing, fastenings, pors and locks;	
		I)	m	aintaining correct adjustments and alignments;	
		m)	) re	ealignment of transmitter and receiver equipment;	

- n) checking for satisfactory operation and bringing into service;
- o) maintaining protective systems;
- p) disposal of material (as Series 600 paragraph 39);
- q) replacing items damaged during the foregoing operations;
- r) report on availability of each link on a monthly basis to the *Service Manager*.

## **SERIES 2700: Time Charged and Materials**

#### Definition

Time Charged and Materials are works instructed to be carried out by the *Service Manager* at the rates in the contract and shall be charged by the time based unit specified or by the unit of measurement stated. Many of these items are common to a number of types of works.

#### General

- 1. The following terms and conditions shall apply to all works instructed by the *Service Manager* to be executed on a time charged basis unless specifically identified otherwise elsewhere in the contract.
- 2. The term "sub-*Contractors*" used in this Time Charged and Materials Series shall include suppliers and "labour only" sub-*Contractors*.
- 3. Unless specifically agreed otherwise by the *Service Manager*, all sub-*Contractors*', equipment and materials shall be paid for as though they are directly employed, owned or purchased respectively by the *Contractor* in accordance with this Series.
- **4.** Subject to the prior approval of the *Service Manager*, specialist sub-*Contractor* services may be commissioned and be paid for in accordance with this Series.

#### Labour

#### **Units**

- **5.** The unit of measurement shall be:
  - (i) Labour.....hour

#### Measurement

**6.** The measurement for labour shall be the number of hours worked, inclusive of travelling between the site and the *Contractor's* local depot, by the *Contractor's* employees.

#### Itemisation

7. Separate items shall be provided for labour in accordance with Part II paragraphs 3 and 4 and the following:

Group	Feature			
1	1	Labour.		
II	1	Different working periods.		

#### Labour

**8.** The items for labour shall in accordance with the Bill of Quantities General Directions include for:

Item coverage	9	a)	basic cost of labour;	
		b)	bonus and plus rates for skill;	
		c)	all amounts of every kind paid in accordance with the rules of the appropriate wage fixing body not included in the basic cost of labour;	
		d)	non productive overtime and costs associated therewith;	
		e)	overtime;	
		f)	National Insurance and Surcharge;	
		g)	Works, Third Party and Employers Liability Insurances;	
		h)	Annual and Public Holidays with Pay and Benefit Schemes;	
		i)	Non-Contributory Sick Pay Scheme;	
		j)	Industrial Training Levy;	
		k)	Redundancy Payments Contributions;	
		l)	contracts of Employment Act;	
		m)	superintendence and supervision;	
		n)	small tools, appliances and equipment not provided by the <i>Contractor</i> ;	
		o)	protective clothing;	
		p)	transport to and from the Site provided by the Contractor,	
		q)	transport within the Site;	
		r)	welfare facilities;	
		s)	use of sub-Contractors;	
		t)	provision of as-built photographs.	
	Spec	cialist La	hour	
	•			
Units	10.	The uni	it of measurement shall be:	
		i)	Specialist labourhour	
Measurement	11.	hours of Contract	ne measurement for specialist labour shall be the number of burs worked, inclusive of travelling between the site and the contractor's local depot. Specialist Labour rates will only apply to	

Group	Feature
-------	---------

12.

work undertaken by specialists craftsmen.

Separate items shall be provided for specialist labour in accordance with Part II paragraphs 3 and 4 and the following:

Itemisation

ı	1	Different specialist labour.
II	1	Different working periods.

## **Specialist Labour**

**13.** The items for specialist labour shall in accordance with the Bill of Quantities General Directions include for:

#### Item coverage

- **14** a) basic cost of labour;
  - b) bonus and plus rates for skill;
  - all amounts of every kind paid in accordance with the rules of the appropriate wage fixing body not included in the basic cost of labour;
  - d) non-productive overtime and costs associated therewith;
  - e) overtime;
  - f) National Insurance and Surcharge;
  - g) Works, Third Party and *Employers* Liability Insurances;
  - h) Annual and Public Holidays with Pay and Benefit Schemes:
  - i) Non-Contributory Sick Pay Scheme;
  - j) Industrial Training Levy;
  - k) Redundancy Payments Contributions;
  - contracts of Employment Act;
  - m) superintendance and supervision;
  - n) small tools, appliances and equipment not provided by the *Contractor*;
  - o) protective clothing;
  - p) transport to and from the Site provided by the *Contractor*;
  - q) transport within the Site;
  - r) welfare facilities;
  - s) use of sub-Contractors;
  - t) provision of as-built photographs.

15 to 20. Not used

#### Equipment

Units

**21.** The unit of measurement shall be as indicated in the Time Charged and Materials Equipment Schedule.

## Measurement

22. The measurement for equipment shall be the number of hours, days or weeks the equipment is either working or is required on site.

#### Itemisation

**23.** Separate items shall be provided for equipment in accordance with Part II paragraphs 3 and 4 and the following:

Group	Feature					
I	1	Equipment as indicated in the Time Charged and Materials Equipment Schedule.				

## Equipment

24. The items for equipment (as indicated in the Time Charged and Materials Equipment Schedule) shall in accordance with the Preambles to Bill of Quantities General Directions include for:

## Item coverage

25

- a) owned, hired or leased equipment;
- b) servicing, overhauls and replacements;
- c) fuel, fuelling and fuel distribution;
- d) transporting to and from site;
- e) use of sub-Contractors;
- f) insurance and tax;
- g) consumables;
- h) any other equipment related costs not included in (a) to (g) inclusive.

#### **Miscellaneous Materials**

iv)

#### **Units**

**26.** The unit of measurement shall be as

i)	Materials	Number
ii)	Materials	Tonne
iii)	Materials	cubic metre

Materials.....litre

Measurement

**27.** The measurement of materials shall be either the number, weight or volume provided.

## Itemisation

**28.** Separate items shall be provided for materials in accordance with Part II paragraphs 3 and 4 and the following:

Miscellaneous Materials

Item coverage

g)

h)

discounts;

use of sub-Contractors.

Grou	р	Fea	ture	
1		1	Different materials	
II		1	Delivered to site	
		2	Collected from the supplier or Contractor's depot.	
29.	29. The items for materials (as indicated in the Time Charged an Materials, Materials Schedule) shall in accordance with the Preambles to Bill of Quantities General Directions include for:			
30	<ul><li>a)</li><li>b)</li><li>c)</li><li>d)</li><li>e)</li></ul>	<ul> <li>a) obtaining competitive quotations:</li> <li>b) ordering, collecting, delivery and taking delivery;</li> <li>c) loading, unloading, storing and protecting;</li> <li>d) transport;</li> </ul>		
	f)		waste;	

## Series 6100: Emergency Response Service

## **Definition**

1. The Emergency Response Service shall be available every day of the year including Bank Holidays. The basic facility shall be deemed to include all arrangements necessary to provide the service both during and outside the normal working hours.

## **Emergency Response Specialist Vehicle Shropshire Council**

#### Definition.

2. The Emergency Response Specialist Vehicle shall be available every day of the year including Bank Holidays. The basic facility shall be deemed to include all arrangements necessary to provide the service both during and outside the normal working hours. The service will include making a site safe after a road traffic accident etc. and will require the operatives to be trained and equipped to deal with the incident. It is envisaged that a single vehicle will be provided, and located so that it can attend any individual site within the County Boundary within two hours of the incident being notified to the *Contractor*.

#### Units

- **3.** The unit of measurement for Emergency Response
  - a) Specialist Vehicle shall be ..... each per week.

#### Measurement

**4.** The measurement of Emergency Response Vehicle (ERV) shall be each week the vehicle is provided.

## Itemisation

5. Separate items shall be provided for Emergency Response Specialist Vehicle in accordance with Part II paragraphs 3 and 4 and the following:

Group	Featu	ıre
1	i)	Emergency Response Vehicle

# **Emergency Response Vehicle**

6. The items for ERV shall be in accordance with the Preambles to the Bill of Quantities General Directions which include for:

## Item Coverage

- a) Set up and organisational costs for ERV Service.
- b) The provision of a minimum Transit type van with sliding side entry door equipped with a supply of "Signals Not Working" signs, Bags to cover Push Buttons and "Crossing Not In Use" signs. These signs shall be clearly marked on the reverse with the *Contractor's* name and telephone number.
- c) All the equipment detailed in the Contract Specification paragraph 5.20 and be available on standby outside normal working hours.
- d) Providing each week a roster of supervisors and operatives.
- e) Providing and maintaining a mobile communication system in

7

the vehicle.

- f) Providing any oral/written reports, schedules etc requested by the *Service Manager*.
- g) All payments, standby payments, incentives, protective clothing, inoculations, etc given to employees to work in emergency situations.
- h) All transportation costs incurred for employees/operatives to work in emergency situations.
- i) Provision for compliance with COSHH requirements regarding employee's safety and training over the contract period.
- All arrangements necessary to ensure that operatives are available to meet the specified response times detailed in the Contract Specification paragraphs 7.1 and 7.2 24 hrs a day;
- k) All payments and charges in connection with the preparation and operation of a duty supervisor's rota.
- I) Allow for costs incurred for any disruption to other highway maintenance activities to perform ERV Services.
- m) Provision of all necessary co-operation with the *Service Manager*, other *Contractors*, other Emergency Services etc.
- n) Provide and maintain a 24 hours a day telephone contact number.
- Provision of the following equipment as a minimum in the vehicle, to include replacement of items used during operations: and to include spares for each type of equipment listed in the *Inventory Schedules*;
- p) Provisions of alternative vehicle or equipment within 2 hours in the event of a breakdown; and
- q) Insurances and Tax

#### Response Times

The *Contractor* will be required to attend site within 2.0 hours of being requested.

**Note:-** The above items are to cover the set up costs to ensure that the facilities are available whenever an emergency situation arises. The costs of labour will be paid for by items included in the Emergency Signals Maintenance Engineer. Plant, equipment, vehicles etc employed in these situations will be paid for by the items included in the Dayworks Schedules

## **Emergency Signals Maintenance Engineer.**

#### **Definition**

- This schedule contains rates for a Signals Maintenance Engineer for the purpose of dealing with traffic signal emergencies. Rates will be provided for the following:
  - a) Weekdays

b) Saturdays c) Sundays Bank Holidays d) and i) 0001-0759 ii) 0800-1659 iii) 1700-2400 **Units** 9. The unit of measurement shall be ...... hour. Measurement 10. The measurement of Emergency Signals Maintenance Engineer shall be the number of hours worked. Itemisation 11. Separate items shall be provided for Emergency Signals Maintenance Engineer in accordance with Part II paragraph 3 and 4 and the following: Group Feature 1 i) Different day/Time periods **Emergency Signals** 12. The items for Emergency Signals Maintenance Engineer shall be Maintenance in accordance with the Preambles to the Bill of Quantities General Directions which include for: **Engineer Item Coverage** 13 Basic cost of labour a) b) Daily supervision and ancillary assistance costs Establishment charges, overheads and profit c) Bonus and plus rates for skills d) All amounts of every kind paid in accordance with the rules of the appropriate wage fixing body not included in the basic cost of labour Non productive overtime and costs associated therewith f) Overtime g) Works, Third Party and Employer's Liability Insurances h) i) National Insurance and Surcharge Annual and Public Holidays with Pay and Benefit Schemes j) k) Non-contributory sick pay scheme I) **Industrial Training Levies** Redundancy Payments contribution m) Contracts of Employment Act n)

Superintendence

0)

- p) Small tools, appliances and plant provided by the Contractor
- q) Protective clothing
- r) Transport to and from the site provided by the *Contractor*
- s) Transport within site
- t) Welfare facilities
- u) Use of Sub-Contractors.

## Series 7100: Traffic Signals - Switch On or Off

## **Traffic Signal Switch On or Off**

#### **Units**

- **1.** The item of measurement shall be:
  - (i) Traffic Signals Switch On or Off ..... Occasion

#### Measurement

**2.** The measurement of traffic signal switch on or off shall per occasion.

#### Itemisation

3. Separate items shall be provided for switching traffic signals on or off in accordance with Part II paragraph 3 and 4 and the following:

Group	Feat	Feature				
ı	1	Switch traffic signals on or off				
II	1	Different Times				
	2	Different Days				

## Switch Traffic Signals On Or OFF

5

4. The items for switch traffic signals on or off shall be in accordance with the Preambles to the Bill of Quantities General Directions which include for:

- (a) travel to and from site:
  - (b) liaison with third party requesting switch on or off;
  - (c) complete signal installation switch off or switch on as per sequences found in the Appendix 0-1 Clause 7101AR;
  - (d) bagging off signal aspects
  - (e) monitoring traffic flows to ensure that system is working correctly on Switch On
  - (f) completion of Site logbook recording occurrences

## **SERIES 10000: Dayworks**

### **Daywork Schedule**

#### General

- **A.** Works and services executed on Dayworks basis are carried out incidental to Task Order work and services only when instructed by the *Service Manager*.
- **B.** The term "sub-*Contractor*s" used in this Daywork Schedule shall include "Labour Only" sub-*Contractor*s and specialists.
- C. Sub-Contractors' Labour, Equipment and Materials shall be included on the lists and statements submitted to the Service Manager by the Contractor and shall be charged as though they are directly employed, owned or purchased by the Contractor in accordance with this Series. No other adjustment or allowance shall be applied in respect of work executed, services or goods supplied by Sub-Contractors.

#### Labour

#### **Units**

- **1.** The units of measurement shall be:
  - (i) Daywork labour .....hour.

#### Measurement

2. The measurement of daywork labour shall be the actual hours spent on work at the Site instructed by the *Service Manager*.

The measurement of daywork labour shall be for a continuous period which the operative's services are supplied in accordance with the *Service Manager*'s instruction.

The minimum period to be reimbursed in whilst undertaking a Task Order is one hour irrespective if the period spans both normal working hours and outside normal working hours. Where a one hour period spans two different time periods then the time period in which the majority of time was spent will apply.

Sub-Contractor operatives will be paid as if they were employed directly by the Contractor.

#### Itemisation

3. Separate items shall be provided for Daywork Labour in accordance with Chapter paragraph 3 and 4 and the following:

## **Group** Feature

- I 1. Operative
  - 2. Semi-skilled operative

- 3. Skilled operative / Craftsman
- 4. Plant operative
- 5. Working Ganger/Foreman
- II 1. 07.00hours to 18.00hours Monday to Friday
  - 2. At any time excluding 07.00hours to 18.00hours Monday to Friday

## **Daywork Labour**

**4.** The items for daywork labour shall in accordance with the Preambles to Bill of Quantities General Directions include for:

## **Item Coverage**

5

- (a) The wages and other emoluments paid including overtime and the following:-
  - (i) basic cost of labour for workmen;
  - (ii) plus rates for skill;
  - (iii) guaranteed bonus;
  - (iv) all other amounts of every kind paid in accordance with the rules of the appropriate wage fixing body;
  - (v) non productive overtime and costs associated therewith;
  - (vi) all bonuses, payments and incentives in excess of the guaranteed bonus:
  - (vii) Amount of wages paid to operatives. 'Amount of wages' means:- actual wages and bonus paid, daily travelling allowance (fare and /or time) tool allowance and all prescribed payments including those in respect of time lost due to inclement weather paid to operatives at plain time rates and/or at overtime rates.
  - (viii) National Insurance payments and surcharge;
  - (ix) Normal Contract Works and Services, Third Party & *Employer's* Liability Insurances;
  - (x) Annual and Public Holidays with pay;
  - (xi) Benefit schemes;
  - (xii) Statutory and industrial sick pay;
  - (xiii) Welfare benefits;
  - (xiv) Industrial Training Levy;

- (xv) Redundancy payments;
- (xvi) Employment Rights Act 1996;
- (xvii) Employment Relations Act 1999;
- (xviii) Employment Act 2002;
- (xix) Site supervision and staff including foremen and walking gangers, but the time of the gangers or charge hands working with their gangs is to be paid as for operatives;
- (xx) Small tools such as picks, shovels, barrows, trowels, hand saws, buckets, trestles, hammers, chisels, and all items of a like nature; and appliances and Equipment not provided for in Paragraphs 5, 6 and 7 of this Series;
- (xxi) Welfare facilities;
- (xxii) Protective clothing;
- (xxiii) Head office charges and profit;
- (xxiv) Transport to and from the Affected Property;
- (xxv) Travelling time to and from the Affected Property;
- (xxvi) Transport to and from any Site within the Affected Property:
- (xxvii) Travelling time to and from any Site within the Affected Property.
- (xxviii) Sub-Contractor and specialists.
- **(b)** Fee in lieu of the direct fee percentage in Contract Data Part Two;
- (c Fee in lieu of the subcontracted fee percentage in Contract Data Part Two;
- (d Relief driver operator,
- **(e** Costs and expenses incurred consequent upon the employment or hiring.

## **Equipment**

## **Definitions**

- **6.** Basic Cost of Equipment and Percentage Adjustment
  - (i) The basic cost of Equipment shall be charged at the Hire

Rates set down in the Table Section 4 (Plant) Equipment of "Schedules of Dayworks Carried out Incidental to Contract Work" issued by the Civil Engineering *Contractors* Association issued on 12 July 2007 as amended on 14 July 2008. The Notices and conditions set down in Section 4 (Plant) Equipment of the above schedules of Dayworks shall not apply.

- (ii) Only the actual time Equipment is working on Site on dayworks shall be chargeable.
- (iii) The period stated in the Table Section 4 (Plant) Equipment shall be the minimum chargeable.
- (iv) Equipment ordered in writing by the Engineer to be made available on Site for a daywork operation shall be charged at two-thirds of the rate obtained in accordance with subparagraph (i) above for the time the Equipment is made available but not used, subject to a maximum of 8 hours per working day and 40 hours in a working week.
- (v) Haulage to and from the Site of Equipment ordered in writing by the Service Manager to be used exclusively for a Daywork operation shall be charged at net invoiced cost. The percentage adjustment to the basic cost of Equipment shall not be applied to such haulage costs.
- (vi) Rates for mechanical and other special Equipment not normally classed as small tools and not included in the table Section 4 (Plant) Equipment shall be paid for at Hire Rates reasonably related to those obtained in accordance with sub-paragraph (i) above.
- (vii) Non Mechanical Equipment in the table Section 4 (Plant) Equipment is indicated by an asterisk (\*) following the item number.
- (viii) The Contractor shall allow for percentage adjustment to his basic cost of (plant) Equipment in Table Section 4 of "Schedule of Dayworks Carried Out Incidental to Contact Work"

## Basic Cost of Plant 7 The basic cost of plant for Dayworks shall in accordance with

Section 3 Plant of "Schedules of Dayworks carried out incidental to Contract Work" include for:

- all associated costs irrespective of whether plant is owned, hired or leased;
- b) fuel;
- c) consumable stores;
- d) repairs;
- e) maintenance;
- f) insurance;

- g) establishment charges overheads and profit;
- h) be exclusive of operator, driver and attendants.

## Percentage Adjustment to the Basic Cost of Plant

**9** The Percentage adjustment to the Basic Cost of Plant shall include for:

## **Item Coverage**

- **10** a) owned, hired or leased plant;
  - b) general servicing, overheads and replacements;
  - c) fuel distribution;
  - d) transporting to and from Site (except as stated in paragraph 5(v) of this Series);
  - e) all other charges and costs not recovered in Basic cost of plant;
  - f) discounts;
  - g) use of sub*Contractor*s or specialists.

#### **Materials**

#### 11 Basic Cost of Material:

#### General

- Materials delivered to Site are to be paid for based on the rates in the Time Charge section of the Schedule of Rates.
  - No percentage addition will be applied in connection with these materials.
- **12** Basic Cost of Material and Percentage Adjustment:
  - i) Where the *Service Manager* deems appropriate the basic cost of materials shall be charged at the net invoiced price of materials delivered to Site plus the percentage below.

## Percentage Adjustment to the Basic Cost of Materials

13 The percentage adjustment to the Basic Cost of Materials at the net invoiced price delivered to Site shall include for:

- a) obtaining competitive quotations;
- b) ordering, collecting, delivery and taking delivery;
- c) loading, unloading, storing and protecting;
- d) transport;
- e) multiple handling;
- f) waste;
- g) discounts;

- h) use of sub-Contractors or specialist;
- i) establishment charges, overheads and profit;
- j) travelling time within the Affected Property between Sites.



**CONTRACT REF: 3MC 003** 

## TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016

**VOLUME 5** 

SHROPSHIRE COUNCIL

**PRICE LIST** 

## **VOLUME 5**

## SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

Volume 5 Price List

### IMPORTANT INFORMATION REGARDING THE PRICING OF THE PRICE LIST

#### 1. Budgetary Information

Shropshire Council anticipates that for each year of this Contract some £160,000 is likely to be available for Revenue works and Capital works will be of the order of £150,000.

Shropshire Council offers no guarantee that these budgets will continue to be available during the life of this Contract.

As a guide, for the last three Financial Years (F/Y) 2013/14, 2014/5 and 2015/6 expended an average of £142,200 from Revenue Budgets and £450,900 from Capital Budgets p.a.

Revenue Budgets varied from £115,200 (F/Y 2013/14) to £163,400 (F/Y 2014/15) over the course of the last three years and Capital Budgets varied between £93,500 (F/Y 2015/16) and £950,000 (F/Y 2014/15) in the same period.

## 2. Upper Price Range

The *Employer* will award all works up to the value of £125,000 to the successful tenderer, however he reserves the right to award works with an estimated price of more than £125,000 for a single project via an open tendering process.

#### 3. Pricing

All prices entered onto the Price List are to include for all labour, Plant and Materials, Equipment, profit and any overhead costs.

The contract shall be based on Task Orders issued by the *Service Manager* and be priced according to the prices submitted by the *Contractor* on the Price List.

Prices for any Plant Hire and Materials which is not included in the Price List but which are required in the Task are calculated by multiplying the cost of the Plant Hire and Materials as evidenced by quotations or invoices by the Percentage Adjustment to the Basic Cost of Plant or Materials stated in the Price List.

Any other prices not specified in the Price List are calculated in accordance with the contract in Option X19.

#### Inflation

The amounts in the Price List in the second and subsequent years are subject to adjustment for inflation; Condition of Contract Secondary Option clause X1 refers.

#### 5. Inclusive Rates and Amounts; and Price List

The tenderer may for reasons of clarity add additional Activities/Descriptions to the Price List in order to separate out individual costs, but whether this is done or not the tender total shall be the price of providing the whole Service as described in the tender documents.

All rates and amounts in the priced Price List shall be those required by the tenderer to take effect from 1st April 2016;

#### 6. <u>VAT</u>

All prices in the Price List are to exclude VAT.

VAT shall be added to each monthly assessment.

## 7. Category 1, Category 2, Urgent and Non-Urgent Works

Category 1, Category 2, Urgent and Non-urgent call outs shall be for the attendance to unit or units at one location.

The maximum duration of one call out shall be 2 hours duration at the scene; thereafter labour shall be paid via a Variation Order whilst in attendance at the scene.

Materials, where appropriate, shall be retrospectively included in a Variation Order by the *Service Manager*.

## 8. <u>Future Installations</u>

Volume 5 Price List

It is expected that from time to time throughout the Service Period, the *Service Manager* will procure new installations. The *Service Manager* will inform the *Contractor* when new installations have been added to the Inventory

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
100	Preliminaries					
01TS0010	Road Permit Application as required by West and Shires Permit Scheme (WASP)	No.				0.00
01TS0100	Permit Site Information Board as required by West and Shires Permit Scheme (WASP)	No.				0.00
01TS0200	Traffic Safety and Management based on the basic cost of works	%				0.00
01TS0300	Standby for Emergency Work	Month				0.00
01TS0400	Extra over for restricted working hours based on the Labour content only	%				0.00
01TS0500	Inventory Verification	No.				0.00
01TS0510	Inventory Collection	No.				0.00
Series 100	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
200	Site Clearance					
02TS0070	Take up or down and remove to tip off site traffic controller and base	No.				
02TS0080	Take up or down and remove to tip off site mains service feeder pillar	No.				
02TS0090	Take up or down and remove to tip off site wireless loop detection sensor node	No.				
02TS0100	Take up or down and remove to tip off site traffic signal 3 aspect head	No.				
02TS0110	Take up or down and remove to store traffic signal pole	No.				
02TS0120	Take up or down and remove to store traffic signal controller and base	No.				
02TS0130	Take up or down and remove to store mains service feeder pillar	No.				
02TS0140	Take up or down and remove to store wireless loop detection sensor node	No.				
02TS0150	Take up or down and remove to store traffic signal 3 aspect head	No.				
Series 200	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labout	Plant	Materials	Rate £
401	Pedestrian Guardrail	m				
04TS0010	Pedestrian guardrail Type, 1, 2 or 3 straight or curved exceeding 50 metre radius	m				
04TS0020	Pedestrian guardrail Type 4 straight or curved exceeding 50 metre radius	m				
04TS0030	Pedestrian guardrail Type, 1, 2 or 3 curved not exceeding 50 metre radius	m				
04TS0040	Pedestrian guardrail Type 4 curved not exceeding 50 metre radius	m				
`						
Series 400	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Drainage and Service Dusts					
05TS0010	Controller Cabinet Base	No.				
05TS0020	Gland Tray for Controller Cabinet Base	No.				
05TS0030	300mm x 300mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0040	450mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0050	600mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0060	600mm x 600mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0070	1200mm x 450mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0080	1200mm x 600mm x 155mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0090	300mm x 300mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0100	450mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0110	600mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Drainage and Service Dusts (cont.)					
05TS0120	600mm x 600mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0130	1200mm x 450mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0140	1200mm x 600mm x 620mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0150	300mm x 300mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0160	450mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0170	600mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame	No.				
05TS0180	600mm x 600mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
05TS0190	1200mm x 450mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
05TS0200	1200mm x 600mm x 930mm (I, w, h) Chamber & Group 2 Composite Cover & Frame					
Series 500	Total this Sheet carried forward to Series 500 Su	ummary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
500	Series 500 Summary					
	Summary brought forward from page 6					
	Summary brought forward from page 7					
Series 500	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings	No.				
12TS0000	Foundation for traffic signal controller cabinet base	No.				
12TS0010	Foundation for traffic signal chamber 300mm x 300mm x 155mm (I, w, h)	No.				
12TS0020	Foundation for traffic signal chamber 450mm x 450mm x 155mm (I, w, h)	No.				
12TS0030	Foundation for traffic signal chamber 600mm x 450mm x 155mm (I, w, h)	No.				
12TS0040	Foundation for traffic signal chamber 1200mm x 450mm x 155mm (I, w, h)	No.				
12TS0050	Foundation for traffic signal chamber 1200mm x 600mm x 155mm (I, w, h)	No.				
12TS0060	Foundation for traffic signal chamber 300mm x 300mm x 620mm (I, w, h)	No.				
12TS0070	Foundation for traffic signal chamber 450mm x 450mm x 620mm (I, w, h)	No.				
12TS0080	Foundation for traffic signal chamber 600mm x 450mm x 620mm (I, w, h)	No.				
12TS0090	Foundation for traffic signal chamber 1200mm x 450mm x 620mm (I, w, h)	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0100	Foundation for traffic signal chamber 1200mm x 600mm x 620mm (I, w, h)	No.				
12TS0110	Foundation for traffic signal chamber 300mm x 300mm x 930mm (I, w, h)	No.				
12TS0120	Foundation for traffic signal chamber 450mm x 450mm x 930mm (I, w, h)	No.				
12TS0130	Foundation for traffic signal chamber 600mm x 450mm x 930mm (I, w, h)	No.				
12TS0140	Foundation for traffic signal chamber 1200mm x 450mm x 930mm (I, w, h)	No.				
12TS0150	Foundation for traffic signal chamber 1200mm x 600mm x 930mm (I, w, h)	No.				
12TS0160	Foundation for pedestrian guard rail socket	No.				
12TS0170	Foundation for 114mm Pole Retention Socket with Duck-Foot Bend	No.				
12TS0180	Foundation for 114mm Pole Retention Socket with T Bend	No.				
12TS0190	Foundation for 114mm Pole Retention Socket with Shallow Foundation Base	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sun	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0200	Extra over item for footway reinstatement type 1 flexible construction area not exceeding 0.25m2	No.				
12TS0210	Extra over item for footway reinstatement type 1 flexible construction area exceeding 0.25m2 but not exceeding 0.5m2	No.				
12TS0220	Extra over item for footway reinstatement type 2 flagged construction area not exceeding 0.25m2	No.				
12TS0230	Extra over item for footway reinstatement type 2 flagged construction area exceeding 0.25m2 but not exceeding 0.5m2	No.				
12TS0240	Vertical realignment of traffic signal post	No.				
12TS0250	Extra over excavation for excavation in hard material for traffic signal equipment foundations	cu.m.				
12TS0300	Pelican Crossing Controller	No.				
12TS0310	Puffin Crossing Controller	No.				
12TS0320	Toucan Crossing Controller	No.				
12TS0330	Junction Controller 8 phase with configuration	No.				
12TS0340	Junction Controller 16 phase with configuration	No.				
12TS0350	Junction Controller 20 phase with configuration	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0360	Junction Controller 24 phase with configuration	No.				
12TS0370	Junction Controller 32 phase with configuration	No.				
12TS0400	114mm Pole Retention Socket with Duck-Foot Bend	No.				
12TS0410	114mm Pole Retention Socket with T Bend	No.				
12TS0420	114mm Pole Retention Socket with Shallow Foundation Base	No.				
12TS0430	Single guardrail post socket	No.				
12TS0440	Double guardrail post socket	No.				
12TS0450	Galvanised steel straight signal pole, painted 2.5m nominal height with 114mm shaft	No.				
12TS0460	Galvanised steel straight signal pole, painted 3.0m nominal height with 114mm shaft	No.				
12TS0470	Galvanised steel straight signal pole, painted 4.0m nominal height with 114mm shaft	No.				
12TS0480	Galvanised steel straight signal pole, painted 5.0m nominal height with 114mm shaft	No.				
12TS0490	Galvanised steel straight signal pole, painted 6.0m nominal height with 114mm shaft	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS0500	Galvanised steel straight signal pole, painted 7.0m nominal height with 114mm shaft	No.				
12TS0510	Galvanised steel cranked signal pole, painted 4.0m nominal height with 114mm shaft	No.				
12TS0520	Aluminium, passively safe straight signal pole, painted 2.5m nominal height with 114mm base and 145mm shaft	No.				
12TS0530	Aluminium, passively safe straight signal pole, painted 4.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0540	Aluminium, passively safe straight signal pole, painted 5.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0550	Aluminium, passively safe straight signal pole, painted 6.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0560	Aluminium, passively safe cranked signal pole, painted 4.0m nominal height with 114mm base and 145mm shaft	No.				
12TS0570	Short Mounting Bracket 2 Aspect	No.				
12TS0580	Short Mounting Bracket 3 Aspect	No.				
12TS0590	Short Mounting Bracket 4 Aspect	No.				
12TS0600	Standard Mounting Bracket 2 Aspect	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0610	Standard Mounting Bracket 3 Aspect	No.				
12TS0620	Standard Mounting Bracket 4 Aspect	No.				
12TS0630	Long Mounting Bracket 2 Aspect	No.				
12TS0640	Long Mounting Bracket 3Aspect	No.				
12TS0650	Long Mounting Bracket 3 Aspect	No.				
12TS0660	"D" Bracket <300mm	No.				
12TS0670	"D" Bracket 300mm<450mm	No.				
12TS0680	"D" Bracket 450mm<750mm	No.				
12TS0690	"D" Bracket 750mm<	No.				
12TS0700	45 degree off-set Bracket for 3 aspect signal head	No.				
12TS0800	Vehicular 3 Aspect RAG signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0810	Vehicular 4 Aspect RAG/GA signal head complete with brackets and Fit & Forget backing Boards	No.				
12TS0820	Vehicular 4 Aspect RAGA/GA signal head complete with brackets and Fit & Forget backing boards	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0830	Vehicular 4 Aspect 4 in Line RAG/GA signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0840	Vehicular 4 Aspect 4 in Line RAG+Box Sign signal head complete with brackets and Fit & Forget backing boards	No.				
12TS0850	Vehicular 3 Aspect RAG signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0860	Vehicular 4 Aspect RAG/GA signal head LED complete with brackets and Fit & Forget backing Boards	No.				
12TS0870	Vehicular 4 Aspect RAGA/GA signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0880	Vehicular 4 Aspect 4 in Line RAG/GA signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0890	Vehicular 4 Aspect 4 in Line RAG+Box Sign signal head LED complete with brackets and Fit & Forget backing boards	No.				
12TS0900	Pedestrian 2 aspect signal head (Far Sided)	No.				
12TS0910	Pedestrian single aspect signal head Red or Green (Far-Sided)	No.				
12TS0920	Plain Aspect Complete	No.				
12TS0930	Plain aspect Lens complete LED	No.				
Series 1200	0 Total this Sheet carried forward to Series 1200 Summary					

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS0940	Plain Aspect Lens	No.				
12TS0950	Plain aspect Lens LED	No.				
12TS0960	Single Sided Regulatory Sign Complete LED	No.				
12TS0970	Double Sided Regulatory Sign Complete LED	No.				
12TS0980	Near-sided narrow field of view aspect	No.				
12TS1000	Puffin (Near Sided) LED Unit (including PDU + Tactile + Audible)	No.				
12TS1010	Puffin (Near Sided) LED Unit (including PDU + Tactile + Audible) (Narrow Field of View)	No.				
12TS1020	Puffin (Near Sided) LED Unit	No.				
12TS1030	Puffin (Near Sided) LED High Level Repeater	No.				
12TS1040	Puffin (Near Sided) LED High Level Repeater (Narrow Field of View)	No.				
12TS1050	Toucan Green Cycle Unit Complete (Far Sided)	No.				
12TS1060	Toucan (Near Sided) LED Unit (including PDU + Tactile + Audible)	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)	No.				
12TS1070	Toucan (Near Sided) LED Unit (including PDU + Tactile + Audible) (Narrow Field of View)	No.				
12TS1080	Toucan (Near Sided) LED High Level Repeater	No.				
12TS1090	2 Man Pedestrian PBU	No.				
12TS1100	Microwave Vehicle Detector	No.				
12TS1110	Infra-Red Stop Line Detector Unit	No.				
12TS1120	Pedestrian Radar Doppler Detector On-Crossing Unit	No.				
12TS1130	Pedestrian Digital Vision Kerbside Detector Unit	No.				
12TS1140	Traficam Vehicle Presence Sensor Unit	No.				
12TS1150	Infra-Red Lamp for Traficam Detector	No.				
12TS1160	ClearView M100 Flush-Mount Sensor Node	No.				
12TS1170	ClearView M100 Signal Head "L" Bracket	No.				
12TS1180	ClearView M100BR Flush-Mount Micro Radar Bicycle Sensor	No.				
12TS1190	ClearView M110 Access Point with RS475 Interface	No.				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS1200	ClearView M115 Long Life Repeater Unit including 57Ah battery pack	No.				
12TS1210	ClearView M115 detector unit repeater brackets	No.				
12TS1220	ClearView M120 Magnetometer Contact Closure Card	No.				
12TS1230	ClearView M150 MIDAS interface Card	No.				
12TS1240	Golden River M500 Traffic Counter	No.				
12TS1250	Replacement Long Life 57Ah Battery Pack for ClearView M115 Repeater Unit	No.				
12TS1260	Mains Conversion Unit for ClearView M115 Repeater Unit	No.				
12TS1300	Installation of mains electricity powered VAS	No.				
12TS1310	installation of solar powered VAS	No.				
12TS1400	Installation of VMS	No.				
12TS1500	Installation of CCTV Camera	No.				
12TS1600	Removal of continuous or intermittent line in white or yellow 50mm wide by scrabbling.	m				
12TS1610	Removal of continuous or intermittent line in white or yellow 75mm wide by scrabbling.	m				
Series 1200	Total this Sheet carried forward to Series 1200 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Traffic Signs and Road Markings (cont.)					
12TS1620	Removal of continuous or intermittent line in white or yellow 100mm wide by scrabbling.	m				
12TS1630	Removal of continuous or intermittent line in white or yellow 300mm wide by scrabbling.	m				
12TS1640	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 100mm wide.	m				
12TS1650	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 200mm wide.	m				
12TS1660	Continuous line in white 100mcd Performance thermoplastic screed with applied solid glass beads 300mm wide.	m				
12TS1670	Continuous line in yellow Performance Plain thermoplastic screed 50mm wide.	m				
12TS1680	Continuous line in yellow Performance Plain thermoplastic screed 75mm wide.	m				
Series 1200	Total this Sheet carried forward to Series 1200 Su	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1200	Series 1200 Summary					
	Summary brought forward from page 9					
	Summary brought forward from page 10					
	Summary brought forward from page 11					
	Summary brought forward from page 12					
	Summary brought forward from page 13					
	Summary brought forward from page 14					
	Summary brought forward from page 15					
	Summary brought forward from page 16					
	Summary brought forward from page 17					
	Summary brought forward from page 18					
	Summary brought forward from page 19					
	Summary brought forward from this Page					
Series 1200	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1300	Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts	No.				
13TS0010	New planted root foundation for wide bodied pole of 6 m nominal height with rapid hardening fast set concrete.	No.				
13TS0020	New planted root foundation for wide bodied pole of 8 m nominal height with rapid hardening fast set concrete.	No.				
13TS0030	New planted root foundation for wide bodied pole of 10 m nominal height with rapid hardening fast set concrete.	No.				
13TS0110	Galvanised tubular wide bodied steel pole with planted root of 6 m nominal height with G1 protective system.	No.				
13TS0120	Galvanised tubular wide bodied steel pole with planted root of 8 m nominal height with G1 protective system.	No.				
13TS0130	Galvanised tubular wide bodied steel pole with planted root of 10 m nominal height with G1 protective system.	No.				
Series 1300	Total carried forward to General Summary at end o	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs					
14TS0010	Trench for Ducting not exceeding 300mm wide depth not exceeding 600mm in verge	m				
14TS0020	Trench for Ducting not exceeding 300mm wide depth not exceeding 600mm in footways	m				
14TS0030	Trench for Ducting not exceeding 300mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0040	Trench for Ducting not exceeding 400mm wide depth not exceeding 600mm in verge	m				
14TS0050	Trench for Ducting not exceeding 400mm wide depth not exceeding 600mm in footways	m				
14TS0060	Trench for Ducting not exceeding 400mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0070	Trench for Ducting not exceeding 500mm wide depth not exceeding 600mm in verge	m				
14TS0080	Trench for Ducting not exceeding 500mm wide depth not exceeding 600mm in footways	m				
14TS0090	Trench for Ducting not exceeding 500mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0100	Trench for Ducting not exceeding 600mm wide depth not exceeding 600mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 Su	ımmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0110	Trench for Ducting not exceeding 600mm wide depth not exceeding 600mm in footways	m				
14TS0120	Trench for Ducting not exceeding 600mm wide depth not exceeding 750mm in carriageways and paved areas	m				
14TS0130	Trench for Ducting not exceeding 300mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0140	Trench for Ducting not exceeding 300mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0150	Trench for Ducting not exceeding 300mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0160	Trench for Ducting not exceeding 400mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0170	Trench for Ducting not exceeding 400mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0180	Trench for Ducting not exceeding 400mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0190	Trench for Ducting not exceeding 500mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0200	Trench for Ducting not exceeding 500mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0210	Trench for Ducting not exceeding 500mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0220	Trench for Ducting not exceeding 600mm wide depth exceeding 600mm but not exceeding 1000mm in verge	m				
14TS0230	Trench for Ducting not exceeding 600mm wide depth exceeding 600mm but not exceeding 1000mm in footways	m				
14TS0240	Trench for Ducting not exceeding 600mm wide depth exceeding 750mm but not exceeding 1000mm in carriageways and paved areas	m				
14TS0250	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0260	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0270	Trench for Ducting not exceeding 300mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0280	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0290	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0300	Trench for Ducting not exceeding 400mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0310	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0320	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0330	Trench for Ducting not exceeding 500mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0340	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in verge	m				
14TS0350	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in footways	m				
14TS0360	Trench for Ducting not exceeding 600mm wide depth exceeding 1000mm but not exceeding 1500mm in carriageways and paved areas	m				
14TS0400	50mm internal diameter UPVC black service duct in trench	m				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0410	100mm internal diameter UPVC orange service dust in trench	m				
14TS0420	6 sq. mm 3 core XLPE/PVC/SWA/PVC cable with copper conductors laid in duct	m				
14TS0430	Cat 5 Cable (Duct Grade)	m				
14TS0500	Compact double pole isolator/cut-out termination unit with single fuse way	No.				
14TS0510	Standard double pole isolator/cut-out termination unit with single fuse way	No.				
14TS0520	Standard double pole isolator/cut-out termination unit with twin fuse way	No.				
14TS0530	Earth block	No.				
14TS0540	Single way cable termination for 2 or 3 core XLPE/PVC/SWA/PVC cable with copper conductors up to 6 sq mm	No.				
14TS0550	Loop bottle joint	No.				
14TS0560	Reusable joint for inductive loops	No.				
14TS0570	Standard one-part photo electric control unit with NEMA socket	No.				
14TS0600	150mm x 150mm Feeder Pillar	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0700	Cyclic Maintenance of Pelican Crossing Installation	No.				
14TS0710	Cyclic Maintenance of Puffin Crossing Installation	No.				
14TS0720	Cyclic Maintenance of Toucan Crossing Installation	No.				
14TS0730	Cyclic Maintenance of Junction Controller with 8 Phases	No.				
14TS0740	Cyclic Maintenance of Junction Controller with 16 Phases	No.				
14TS0750	Cyclic Maintenance of Junction Controller with 20 Phases	No.				
14TS0760	Cyclic Maintenance of Junction Controller with 24 Phases	No.				
14TS0770	Cyclic Maintenance of Junction Controller with 32 Phases	No.				
14TS0780	Cyclic Maintenance of School Wig-Wag	No.				
14TS0790	Cyclic Maintenance of Cattle Crossing	No.				
14TS0800	Cyclic Maintenance of Vehicle Actuated Sign	No.				
14TS0810	Cyclic Maintenance of Variable Message Sign	No.				
14TS0820	Cyclic Maintenance of CCTV Camera installation	No.				
14TS0830	Cyclic Maintenance of Fixed Automatic Traffic Counters	No.				
14TS0840	Cyclic Maintenance of Cycle Loop Detection System	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS0850	Cyclic Maintenance of Feeder Pillar	No.				
14TS0900	Periodical electrical testing of Pelican Crossing Installation	No.				
14TS0910	Periodical electrical testing of Puffin Crossing Installation	No.				
14TS0920	Periodical electrical testing of Toucan Crossing Installation	No.				
14TS0930	Periodical electrical testing of Junction Controller with 8 Phases	No.				
14TS0940	Periodical electrical testing of Junction Controller with 16 Phases	No.				
14TS0950	Periodical electrical testing of Junction Controller with 20 Phases	No.				
14TS0960	Periodical electrical testing of Junction Controller with 24 Phases	No.				
14TS0970	Periodical electrical testing of Junction Controller with 32 Phases	No.				
14TS0980	Periodical electrical testing of School Wig-Wag	No.				
14TS0990	Periodical electrical testing of Cattle Crossing	No.				
14TS1000	Periodical electrical testing of Vehicle Actuated Sign	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)	No.				
14TS1010	Periodical electrical testing of Variable Message Signs	No.				
14TS1020	Periodical electrical testing of CCTV Camera	No.				
14TS1030	Periodical electrical testing of Feeder Pillar	No.				
14TS1100	Fault finding and repair on Pelican Crossing Installation	No.				
14TS1110	Fault finding and repair on Puffin Crossing Installation	No.				
14TS1120	Fault finding and repair on Toucan Crossing Installation	No.				
14TS1130	Fault finding and repair on Junction Controller with 8 Phases	No.				
14TS1140	Fault finding and repair on Junction Controller with 16 Phases	No.				
14TS1150	Fault finding and repair on Junction Controller with 20 Phases	No.				
14TS1160	Fault finding and repair on Junction Controller with 24 Phases	No.				
14TS1170	Fault finding and repair on Junction Controller with 32 Phases	No.				
14TS1180	Fault finding and repair on School Wig-Wag	No.				
14TS1190	Fault finding and repair on Cattle Crossing	No.				
14TS1200	Fault finding and repair on Vehicle Actuated Sign	No.				
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
14TS1210	Fault finding and repair on Variable Message Sign	No.				
14TS1220	Fault finding and repair on CCTV Camera	No.				
14TS1230	Fault finding and repair on Fixed Automatic Traffic Counters	No.				
14TS1240	Fault finding and repair on Cycle Loop Detection System	No.				
14TS1300	MOVA unit all hardware & software	No.				
14TS1310	UTC interface module	No.				
14TS1320	3G radio survey	No.				
14TS1330	3G Network Design & Configuration	No.				
14TS1340	3G Router - In-Station	No.				
14TS1350	3G Router - Out-Station	No.				
14TS1360	3G OMCU Unit	No.				
14TS1370	3G MOVA Unit	No.				
14TS1380	4G radio survey	No.				
14TS1390	4G Network Design & Configuration	No.				
14TS1400	4G Router - In-Station	No.				
14TS1410	4G Router - Out-Station	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1420	4G OMCU Unit	No.				
14TS1430	4G MOVA Unit	No.				
14TS1440	OMU compatible with Imtech RMS	No.				
14TS1450	VA 2 Channel Self Tuning Detector Unit	No.				
14TS1460	VA 4 Channel Self Tuning Detector Unit	No.				
14TS1470	SCOOT 2 Channel Self Tuning Detector Unit	No.				
14TS1480	SCOOT 4 Channel Self Tuning Detector Unit	No.				
14TS1490	Card module for rotating cone unit	No.				
14TS1500	Controller door switch	No.				
14TS1510	Controller door stay	No.				
14TS1520	Manual panel door lock	No.				
14TS1530	Conversion kit for near-sided narrow field of view aspect	No.				
14TS1540	Reconfigure Junction Controller (Any Sort)	No.				
14TS1550	Vented Top Cap Assembly for 145mm Shaft Passively Safe Post	No.				
14TS1560	Pole Cap termination assembly	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1570	Pole Cap Cover	No.				
14TS1580	Seal controller base with epoxy resin	No.				
14TS1600	Enclosure for DoT passively Safe Plug	No.				
14TS1610	4 Phase Lamp Driver Module	No.				
14TS1620	Shock Resistant M32 12 volt 50w Halogen Lamp	No.				
14TS1630	50 volt 40 watt Edison Screw Lamp	No.				
14TS1640	Regulatory Sign Fluorescent Lamp	No.				
14TS1650	Detector Fault Monitoring Lamp	No.				
14TS1660	Lamp Transformer	No.				
14TS1670	Long Lamp Holder	No.				
14TS1680	Short Lamp Holder	No.				
14TS1690	Blown Fuse	No.				
14TS1700	Fit and Forget backing boards for 3 aspect signal heads	No.				
14TS1710	Photo Electric Cell	No.				
14TS1720	Controller Door Lock	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1730	Pedestrian PBU Rotating Tactile Unit	No.				
14TS1740	Pedestrian PBU Audible Device	No.				
14TS1750	Pedestrian 2 man PBU Legend	No.				
14TS1760	Toucan PBU Legend	No.				
14TS1770	Insert for PBU	No.				
14TS1780	Bezel for PBU	No.				
14TS1790	Complete Micro-switch for PBU	No.				
14TS1800	Lampholder for PBU	No.				
14TS1810	Toucan PBU	No.				
14TS1820	ELV Pedestrian Demand Unit including Tactile and Audible LED	No.				
14TS1830	Sonar Alert Audible Device	No.				
14TS1840	Louvre for 210mm Aspect	No.				
14TS1850	Louvre for 300mm Aspect	No.				
14TS1860	Gland tray rubber cable grommets	No.				
14TS1870	Replacement solar panel for VAS	No.				
Series 1400	Total this Sheet carried forward to Series 1400 Sun	nmary		_		

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Electrical Work for Road Lighting and Traffic Signs (cont.)					
14TS1880	Replacement wind generator for VAS	No.				
14TS1890	Replacement 75A Battery Pack for VAS	No.				
14TS1900	Tracking Unit	No.				
14TS2100	Installation of self-adhesive location mark	No.				
14TS2110	Installation of self-adhesive location mark in quantities exceeding 1 No. not exceeding 20 No.	No.				
14TS2120	Installation of self-adhesive location mark in quantities exceeding 21 No. n/e 50 No	No.				
14TS2130	Installation of self-adhesive location mark in quantities exceeding 50 No.	No.				
14TS2140	Installation of self-adhesive warning notice.	No.				
14TS2200	100mm square aluminium 'PEDESTRIAN CROSSING' stud.	No.				
14TS2300	Temporary Power Supply	day				
14TS2310	Temporary Signal Installation	day				
14TS2320	Temporary Pedestrian Crossing Installation	day				
Series 1400	Total this Sheet carried forward to Series 1400 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1400	Series 1400 Summary					
	Summary brought forward from page 22					
	Summary brought forward from page 23					
	Summary brought forward from page 24					
	Summary brought forward from page 25					
	Summary brought forward from page 26					
	Summary brought forward from page 27					
	Summary brought forward from page 28					
	Summary brought forward from page 29					
	Summary brought forward from page 30					
	Summary brought forward from page 31					
	Summary brought forward from page 32					
	Summary brought forward from page 33					
	Summary brought forward from page 34					
Series1400	Total carried forward to General Summary at end of I	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
1500	Motorway Communications					
15TS0010	4-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0020	8-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0030	12-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0040	16-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0050	20-core 1.0 mm. SWA signal cable laid in duct	m				
15TS0060	8-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0070	12-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0080	16-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0090	20-core 1.5 mm. SWA signal cable laid in duct	m				
15TS0100	1 pair armoured feeder cable	m				
15TS0110	2 pair armoured feeder cable	m				
15TS0200	Slot cut for Detector Loop Cable	m				
15TS0210	Signals Detector Cable small joint kit	No.				
15TS0220	Signals Detector Cable large joint kit	No.				
15TS0300	Maintenance of Mesh Communications Links	month				
Series 1500	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials					
2701A	Specialist Labour - 08:00 to 17:00 Mondays to Fridays Excluding Bank Holidays					
27TS0010	Signal Maintenance Engineer	hr				
27TS0020	Signal Installation Engineer	hr				
27TS0030	Optical Maintenance Technician	hr				
27TS0040	Slot Cutting Operative	hr				
2701B	Labour - 08:00 to 17:00 Mondays to Fridays Excluding Bank Holidays					
27TS0040	Labourer	hr				
2702A	Specialist Labour - 08:00 to 17:00 Saturdays Excluding Bank Holidays					
27TS0100	Signal Maintenance Engineer	hr				
27TS0110	Signal Installation Engineer	hr				
27TS0120	Optical Maintenance Technician	hr				
27TS0130	Slot Cutting Operative	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Su	mmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials					
2702B	Labour - 08:00 to 17:00 Saturdays Excluding Bank Holidays					
27TS0140	Labourer	hr				
2703A	Specialist Labour - 08:00 to 17:00 Sundays Excluding Bank Holidays					
27TS0000	Signal Maintenance Engineer	hr				
27TS0010	Signal Installation Engineer	hr				
27TS0020	Optical Maintenance Technician	hr				
27TS0030	Slot Cutting Operative	hr				
2703B	Labour - 08:00 to 17:00 Sundays Excluding Bank Holidays					
27TS0040	Labourer	hr				
2704A	Specialist Labour - Restricted hours working only 09:30 to 16:00 Mondays to Fridays Excluding Bank Holidays					
27TS0000	Signal Maintenance Engineer	hr				
27TS0010	Signal Installation Engineer	hr				
27TS0020	Optical Maintenance Technician	hr				
27TS0030	Slot Cutting Operative	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Sur	nmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
2700	Time Charged and Materials (cont.)					
2704B	Labour - Restricted hours working only 09:30 to 16:00 Mondays to Fridays Excluding Bank Holidays					
27TS0040	Labourer	hr				
Series 2700	Total this Sheet carried forward to Series 2700 Su	ımmary				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
	Series 2700 Summary					
	Summary brought forward from page 37					
	Summary brought forward from page 38					
	Summary brought forward from page 39					
Series 2700	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
6100	Emergency Response Service					
61TS0010	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Monday to Friday	hr				
61TS0020	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Monday to Friday	hr				
61TS0030	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Monday to Friday	hr				
61TS0040	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Saturday	hr				
61TS0050	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Saturday	hr				
61TS0060	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Saturday	hr				
61TS0070	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Sunday	hr				
61TS0080	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Sunday	hr				
61TS0090	Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Sunday	hr				
61TS0100	Emergency Traffic Signal Engineer between 00:01 hrs and 07:59 hrs Bank Holiday	hr				
Series 6100	Total carried forward to General Summary at end or	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
6100	Emergency Response Service					
61TS0110	Emergency Traffic Signal Engineer between 08:00 hrs and 16:59 hrs Bank Holiday	hr				
61TS0120	61TS0120 Emergency Traffic Signal Engineer between 17:00 hrs and 00:00 hrs Bank Holiday					
Series 6100	Total carried forward to General Summary at end	of Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
	Series 6100 Summary					
	Summary brought forward from page 41					
	Summary brought forward from page 42					
Series 6100	Total carried forward to General Summary at end of	Price List				

Ref No.	Short Description	Unit		Plant	Materials	Rate £
7101	Traffic Signal Installation Switch On or Switch Off					
71TS0010	Switch Site On or Off between 08:00 and 17:00 hrs Monday - Friday	No.				
71TS0020	Switch Site On or Off between 17:00 and 00:00 hrs Monday - Friday	No.				
71TS0030	Switch Site On or Off between 01:00 and 07:59 hrs Monday - Friday	No.				
71TS0040	Switch Site On or Off between 08:00 and 17:00 hrs Saturday	No.				
71TS0050	Switch Site On or Off between 17:00 and 00:00 hrs Saturday	No.				
71TS0060	Switch Site On or Off between 01:00 and 07:59 hrs Saturday	No.				
71TS0070	Switch Site On or Off between 08:00 and 17:00 hrs Sunday	No.				
71TS0080	Switch Site On or Off between 17:00 and 00:00 hrs Sunday	No.				
71TS0090	Switch Site On or Off between 01:00 and 07:59 hrs Sunday	No.				
71TS0100	Switch Site On or Off between 08:00 and 17:00 hrs Bank Holiday	No.				
71TS0110	Switch Site On or Off between 17:00 and 00:00 hrs Bank Holiday	No.				
71TS0120	Switch Site On or Off between 01:00 and 07:59 hrs Bank Holiday					
Series 7100	Total carried forward to General Summary at end o	f Price List				

Ref No.	Short Description	Unit	Labour	Plant	Materials	Rate £
10000	Dayworks and Unspecified Materials and Plant					
X0TS0010	Percentage Adjustment to the Basic Cost of Plant	%				
X0TS0100	Percentage Adjustment to the Basic Cost of Materials	%				
Series 10000	Total carried forward to General Summary at end	d of Price List				

# **GENERAL SUMMARY (Page 1 of 2)**

Price List Item No.	Activity / Description Heading	Amount (£)
100	Preliminaries	
200	Site Clearance	
400	Road Restraint Systems (Vehicle and Pedestrian)	
500	Drainage and Service Ducts	
1200	Traffic Signs and Road Markings	
1300	Road Lighting Columns and Brackets, CCTV Masts and Cantilever Masts	
1400	Electrical Work for Road Lighting and Traffic Signs	
1500	Motorway Communications	
2700	Time Charged and Materials	
6100	Emergency Response Service	
7100	Traffic Signal Installation Switch On or Switch Off	
10000	Dayworks	
	Priced PRICE LIST Total for the full and inclusive Service described in the Tender	

Α	В	С	D	E	F	N
KPI Ref	Service KPI	Meas' ment freq/yr	"Red" variance	Min KPI %	KPI% Weigthing	Notes
1.0	% Programmed non-routine maintenance works where no rectification of defects is required within the maintenance period due to poor materials or poor workmanship	Monthly	5%	95%	10.0%	Number of satisfactory jobs identified by Service Manager in past calendar month / number of jobs in past calendar month
2.0	% Programmed non-routine maintenance works satisfactorily commissioned within agreed programme period	Monthly	5%	95%	10.0%	Number of operations satisfactorily completed within agreed programme period in last calendar month / number of such operations in that calendar month
	in accordance with Clause 1491AR	Monthly	5%	95%	10.0%	Number of correct records identified by Service Manager in the last calendar month / number of such records submitted in that month
4.0	% Number of days when staff are absent due to sickness or annual leave without alternate cover notified to Service Manager prior to event	Monthly	5%	95%	10.0%	Number of hours of staff absence without alternative cover / number of working hours in that calendar month
5.0	% of call outs to undertake reactive work that are responded to within specified time	Monthly	5%	95%	12.5%	Number of call outs satisfactorily completed within agreed programme period in one month / number of such operations attended to within time restraints in that month
6.0	% of Inspections undertaken on time (planned maintenance inspections, optical inspections and electrical testing)	Monthly	5%	95%	10.0%	Number of Inspections satisfactorily completed within agreed programme period in one month / number of such operations in that month
7.0	% of Jobs for which comprehensive Job data, test and commissioning records are submitted in accordance with Clause 1491AR	Monthly	5%	95%	10.0%	Number of Inspections for which documentation submitted on time in the last calendar month / number of such Inspections in that month.
8.0	% of operations not completed on time due to the lack of replacement parts	Monthly	5%	5%	10.0%	Number of operations which are not completed on time due to lack of replacement parts in that period of one calendar month / number of such operations in that month
9.0	% of hours that individual communications equipment is available	Monthly	10%	100%	17.5%	Number of hours communication equipment is operational within the calendar month / actual hours within the last calendar month



## **CONTRACT REF: 3MC 003**

# TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016

**VOLUME 6** 

SHROPSHIRE COUNCIL

PERFORMANCE MANAGEMENT

# **VOLUME 6**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

#### 1. Introduction

- a) Volume 6 sets out the manner in which the *Employer* (through his *Service Manager*) and the *Contractor* will jointly operate a Performance Management System. The system is based on the use of Key Performance Indicators (KPIs) to:
  - i. ensure that all parties are clear regarding shared contract objectives and
  - ii. enable performance against these shared objectives to be evidenced in a comprehensive and a totally transparent manner.
- b) KPI data will be used to ensure that contract outcomes and outputs are on track, and, if they are not, to highlight where corrective action needs to be taken. This crucial information will feed back into the working arrangements and will enable the parties to focus immediate action on defining and implementing service improvement projects where improvement is needed.

#### 2. The Performance Management Scheme

- a) The Employer's principal aim is the delivery of the best possible service rather for the residents of Shropshire and others who use our Road network. The Employer will work with the Contractor with the aim of achieving the best possible service
- b) Service delivery performance, under the contract, will be monitored by the *Service Manage*, on a monthly basis using information provided by the *Contractor*.
- c) The *Contractor* is required to demonstrate that the best possible service is delivered in accordance with agreed targets by submitting information to the *Service Manager* on a monthly basis.
- d) The performance management regime and the associated KPIs have been developed to enable performance across all jobs and services to be measured and monitored, and therefore to be managed.
- e) The *Contractor's* performance under the contract will be subject to formal performance measurement, and the results of the performance assessment will be used to determine possible extensions to the contract beyond the end of the initial 4 year *service period*. The mechanism for awarding extensions to the contract is described in section 9 below.

### 3. KPIs

- a) The contract sets out 9 KPIs. Each KPI is assigned a weighting with the collective weighting value for the KPIs adding up to 100%, as detailed in Appendix 1 KPIs.
- b) In determining KPIs the *Employer* has:
  - i. considered the outcomes that are important;
  - ii. identified the associated key processes and
  - iii. determined the ability to measure the desired outcomes.
- c) This has led to the selection of the series of Key Performance Indicators detailed in Appendix 1 –KPIs.

### 4. Definitions of individual KPIs and minimum standards of performance

- a) The full set of KPI are attached as Appendix 1 to this Volume.
- b) The minimum KPI performance level targets for any contract extension periods awarded beyond year 4 are to be assessed in line with Clause 9.

# 5. Switching KPIs on or off, and amending, adding new or deleting KPIs

- a) It may not be practicable to measure all KPIs from the commencement of the contract, because recording and monitoring processes may require additional time beyond the mobilisation period to be developed, agreed and set up.
- b) During the course of the contract, as performance settles down, it is envisaged that some KPIs will be routinely achieved every month as a matter of course. When this happens, these KPIs may be removed and new and more pertinent KPIs may be introduced in their place, following agreement between the *Employer* and *Contractor*.
- c) The *Employer* and the *Contractor* will, throughout the term of the contract, regularly review and agree amendments, additions and deletions to the KPIs. If new KPIs are added to the KPI matrix, (such as for example, new KPIs relating to measures of behaviours and / or measures of the strength, quality and effectiveness of partnership relationships or sustainability issues) then the weightings of KPIs will be rebalanced to ensure that the sum of KPI weightings is 100%.

### 6. Monitoring and Review of Performance

- a) The *Contractor* will be responsible for monitoring performance against agreed performance indicators on a monthly basis or at the interval as stated in the Performance Module.
- b) The *Contractor* will prepare and maintain a monitoring system and make records available to the *Service Manager*. The monitoring results will be summarised and reported monthly in writing by the *Contractor* and presented by the *Contractor* to the *Service Manager*.
- c) The Service Manager will audit the KPIs on a regular basis and make spot checks whenever it is appropriate. The Contractor is required to undertake random self-audits on 5% of all work orders plus any varying by more than 10% from the initial order value; this will be audited by the Service Manager. The audits should address the technical, financial and programme aspects of the work orders. Self-audit reports will be provided monthly.
- d) Recording and reporting of Key Performance Indicators on an ongoing basis shall be in a simple and easy to read format, such as MS Excel with a preference for graphical representation on a 12-month rolling basis and illustrating performance of all KPIs in a visual format, to be agreed with the *Service Manager*.
- e) Actual performance will be reviewed monthly and corrective action will be identified where outcomes and targets are not achieved. Such corrective actions and the associated remedial plans are to be detailed to the *Service Manager* at the monthly contract meeting.

### 7. Programme for Implementation

- a) It may not be practicable to implement a performance monitoring regime encompassing all the performance indicators at the *starting date*.
- b) The *Contractor* submitted an implementation programme as part of his quality submission. The implementation programme will be fully developed by the

Contractor and Service Manager during the mobilisation period and will be based on the programme submitted in the Contractor's tender.

# 8. Contract management information

a) The *Contractor* provides the following information in the form of concise reports at the intervals indicated:

No.	Item	Description	Frequency
1	Task Orders	For each service component, details of all Task Orders, including numbers and total value:  o issued in month o in progress and completed in month (ie physical works complete <u>and</u> all associated information submitted)  For each service component, anticipated monthly expenditure profile of orders issued but not yet completed	Monthly
2	KPIs	A comprehensive performance report for the period with details and statistics to  o substantiate (or otherwise) achievement of KPIs  explain any factors affecting achievement of KPIs and propose remedial actions to overcome and rectify any shortcomings in performance	Monthly
3	Health and Safety	Details of:  O H&S statistics (RIDDOR etc) O H&S training delivered O H&S audits undertaken and O actions taken to overcome and rectify any H&S shortcomings	Monthly
4	Quality management and monitoring	Reports on:  o performance monitoring reports, including self-audit reports and o results of internal and external audits	Monthly
5	Resources	Details and statistics of:  o directly employed workforce o Subcontractors and o changes in management and supervisory team	Monthly
6	Complaints, compliments and claims	Reports on:  o complaints, compliments or claims received within the period and o actions taken to deal with complaints and claims.	Monthly

### 9. Extension of the Contract Term

- a) There are provisions to extend the contract in yearly blocks to a maximum *service period* of 7 years. Performance against KPIs will be a significant factor to be taken into account by the *Employer* in deciding whether to extend the contract.
- b) In any assessment period (usually 12 months, but see below for exceptions) overall performance will be considered GREEN if at least 85% of all Service KPIs in that period were GREEN; conversely overall performance will be considered RED if 15% or more of Service KPIs in that period were RED and AMBER?.
- c) Performance will be assessed in the following way:
  - i. Any monthly Service KPI performance measure meeting the Minimum Performance Level, detailed against each KPI in Appendix 1, shall equate to a GREEN status.
  - ii. Any monthly Service KPI performance measure falling below the Minimum Performance Level, but not more than the value of 5% shall equate to an AMBER status.
  - iii. Any AMBER status Service KPI will be considered and reviewed jointly by the Service Manager and Contractor before deciding if it is acceptable; acceptable will equate to a GREEN status, not acceptable will equate to a RED status.
  - iv. Any Service KPI that falls more than 5% below the Minimum Performance Level is shall equate to a RED status.
  - v. At each formal assessment, the monthly Service KPIs will be taken into account in determining the status for any year. To be awarded GREEN Status, there must have been no more than 10% RED status Service KPIs overall. This is derived from the sum of all REDs during the assessment period divided by the total number of Service KPIs measured.
- d) The principles used in assessing the potential for Contract extensions are:
  - i. Year 1 KPI data will not be used in the assessment potential extensions to the Contract term and so there will be no formal assessment at the end of the first year. This takes account of the fact that performance measures for all Service KPIs may not be in place at the beginning of the contract; it also allows a reasonable period for contract performance to bed in before performance is assessed for contract extensions
  - ii. The first formal assessment for extensions of the contract period will occur at the end of year 2 and will take into account Service KPI performance over months 13 to 24 of the Contract.
  - iii. Further formal assessments will take place at the end of years 3 and 4, each covering a 12 month period. GREEN assessments in these years will be taken in to account in awarding a year's extension.
  - iv. If GREEN has been achieved in the assessment at the end of years 2, 3 and 4, then the final formal assessment will take place at the end of year 5, when performance during the 24 months period covering years 4 and 5 combined will be taken into account and the Contract will continue through to Year 7
  - v. If two GREENs (and one RED) are achieved in years 2, 3 and 4 then the final formal assessment will take place at the end of year 5.

- vi. If one GREEN (and two REDs) have been achieved in years 2, 3 and 4 then the final formal assessment will be that which was undertaken at the end of year 4.
- vii. If no GREENs have been achieved in years 2 and 3 then the final formal assessment will be that which was undertaken at the end of year 3.
- viii. The table below shows examples of how performance could be taken into account in making a decision about whether to extend the contract. The final assessment will be in the antepenultimate year of the (extended) contract period; RED in the that year would mean no further extension would be granted, and the contract would terminate in 1 year's time, which is the period required to undertake a full procurement exercise for the replacement contract.

	Each	Each row in the table represents a possible series of annual decisions.						
	Year	of Contra	ct (initial t	erm)	Potentia	al Extensio	n years	
Year	1	2	3	4	5	6	7	1
Α	0	G	G	(	G	0	0	NCA
В	0	G	G	F	3	0	NCA	
С	0	G	R	G	R	0	NCA	
D	0	R	G	G	R	0	NCA	
E	0	G	R	R	0	NCA		
F	0	R	G	R	0	NCA		
G	0	R	R	0	NCA			

<u>Key</u>	
R	Red Status
G	Green Status
NCA	New Contract Awarded
0	Year when KPI Status does not contribute to contract extension

e) The table below illustrates these principles numerically:

Assessment Results	Years when assessments are made	Extensions Awarded
3 Green (& 0 red)	Yrs 2, 3, 4 & 5	3 annual extensions
2 Green (& 1 red)	Yrs 2, 3 & 4	2 annual extensions
1 Green (& 2 red)	Yrs 2, 3, & 4	1 annual extensions
0 Green (& 2 red)	Yrs 2 & 3	No annual extensions

### f) Termination for poor performance

i. Continued poor performance demonstrated through failure to meet the performance targets may be used by the *Employer* as evidence that the *Contractor* has substantially failed to comply with contract obligations. The *Employer* may terminate the contract in accordance with Clause 91.

#### g) Annual service review

- i. The *Contractor* must provide an annual service review, within two weeks of the anniversary date, to the *Service Manager*, which summarises the position at year end.
- ii. The Annual Service Review shall put forward proposals for implementation to address the following issues:
  - Continuous improvement in service delivery;
  - Health & safety;
  - Minimising environmental impact.
- iii. The annual service review must address areas of poor performance during the year and put forward proposals for improvement.
- iv. Benchmarking may be used to assist the *Employer* and *Contractor* jointly to identify areas for investigating process improvements and efficiency gains.
- v. The annual service review is considered by the *Service Manager* and *Contractor* and a joint implementation plan is to be developed for the subsequent year.

APPENDIX 1 - KPIS

KPI No. 1	
Name of Measure	Programmed Non-Routine Maintenance Works Right First Time
Completed by	Contractor
Frequency	Monthly
Description	% Programmed non-routine maintenance works where no rectification of defects is required within the maintenance period due to poor materials or poor workmanship
Minimum Performance Level	95%
Method of Calculation	Number of satisfactory jobs identified by Service Manager in past calendar month / number of jobs in past calendar month
Rounding Factor	Rounded to one decimal place
KPI Weighting	10.0%

KPI No. 2		
Name of Measure	Programmed Non-Routine Maintenance Works Within Programme	
Completed by	Contractor	
Frequency	Monthly	
Description	% Programmed non-routine maintenance works satisfactorily commissioned within agreed programme period	
Minimum Performance Level	95%	
Method of Calculation	Number of operations satisfactorily completed within agreed programme period in last calendar month / number of such operations in that calendar month	
Rounding Factor	Rounded to one decimal place	
KPI weighting	10.0%	

KPI No. 3	
Name of Measure	Supply of Documentation
Completed by	Contractor
Frequency	Monthly
Description	% Operations where comprehensive documentation is submitted right first time and in accordance with Clause 1491AR
Minimum Performance Level	95%
Method of Calculation	Number of correct records identified by <i>Service Manager</i> in the last calendar month / number of such records submitted in that month
Rounding Factor	Rounded to one decimal place
KPI weighting	10.0%

KPI No. 4	
Name of Measure	Staff Availability
Completed by	Contractor
Frequency	Monthly
Description	% Number of days when staff are absent due to sickness or annual leave without alternate cover notified to Service Manager prior to event
Minimum Performance Level	95%
Method of Calculation	Number of hours of staff absence without alternative cover / number of working hours in that calendar month
Rounding Factor	Rounded to one decimal place
KPI weighting	10.0%

KPI No. 5	
Name of Measure	Response times to Reactive Maintenance
Completed by	Contractor
Frequency	Monthly
Description	% of call outs to undertake reactive work that are responded to within specified time
Minimum Performance Level	95%
Method of Calculation	Number of call outs satisfactorily completed within agreed programme period in one month / number of such operations attended to within time restraints in that month
Rounding Factor	Rounded to one decimal place
KPI weighting	12.5%

KPI No. 6	
Name of Measure	Number of Inspections Completed
Completed by	Contractor
Frequency	Monthly
Description	% of Inspections undertaken on time (planned maintenance inspections, optical inspections and electrical testing)
Minimum Performance Level	95%
Method of Calculation	Number of Inspections satisfactorily completed within agreed programme period in one month / number of such operations in that month
Rounding Factor	Rounded to one decimal place
KPI weighting	10.0%

KPI No. 7	
Name of Measure	Return of Inspection Data
Completed by	Contractor
Frequency	Monthly
Description	% of Jobs for which comprehensive Job data, test and commissioning records are submitted in accordance with Clause 1491AR
Minimum Performance Level	95%
Method of Calculation	Number of Inspections for which documentation submitted on time in the last calendar month / number of such Inspections in that month.
Rounding Factor	Rounded to one decimal place
KPI weighting	10.0%

KPI No. 8	
Name of Measure	Supply Chain Capability
Completed by	Contractor
Frequency	Monthly
Description	% of operations not completed on time due to the lack of replacement parts
Minimum Performance Level	95%
Method of Calculation	Number of operations which are not completed on time due to lack of replacement parts in that period of one calendar month / number of such operations in that month
Rounding Factor	Rounded to one decimal place
KPI weighting	10.0%

KPI No. 9	
Name of Measure	Communication Link Availability
Completed by	Contractor
Frequency	Monthly
Description	% of hours that individual communications equipment is available
Minimum Performance Level	97.5%
Method of Calculation	Number of hours communication equipment is operational within the period / actual hours within the last calendar month
Rounding Factor	Rounded to one decimal place
KPI weighting	17.5%



**CONTRACT REF: 3MC 003** 

# **TRAFFIC SIGNALS TERM SERVICE CONTRACT 2016**

**VOLUME 8** 

**SERVICE INFORMATION** 

SHROPSHIRE COUNCIL

**DISPUTE ESCALATION PROCEDURE** 

# Note for tenderers:

This is the proposed dispute escalation procedure. The successful *Contractor* will propose the names for the levels 2 and 3 escalation prior to compiling the contract documentation.

# **VOLUME 8**

# SCHEDULE OF CHANGES MADE TO THE TENDER DOCUMENT

Page(s)	Text Affected	Amendment	Amended by

The periods for resolving disputes at the various levels are as set out below and in figure 1. Failure to make a decision within the stated period will result in the matter being referred up to the higher level.

Under the new clause W2.1(3) the Parties retain the right to refer a dispute to the *Adjudicator* at any time, but agree that they will adopt this procedure before doing so.

#### LEVEL 1 - Employer Service Manager and Contractor Contract Manager

In a dispute between the Service Manager and Contractor, arising from

- an action of the Service Manager,
- an inaction by the Service Manager or
- any other reason

the period for resolving the dispute is within one week from the date of notification of the dispute.

#### **LEVEL 2 – The Senior Management Team**

The relevant members at this level are:

Employer
Highways Transportation &
Environment maintenance Manager

Contractor
(to be advised)

The period for resolving the dispute at this level is within one week from

- the date it is agreed that the dispute cannot be resolved at level 1 or
- the end of the one week period provided to resolve the dispute at level 1

whichever is the shorter.

#### LEVEL 3 - The Director/Senior Executive

The relevant members at this level are:

Employer Area Commissioner

Contractor (to be advised)

The period for resolving the dispute at this level is within one week from

- the date it is agreed that the dispute cannot be resolved at level 2 or
- the end of the one week period provided to resolve the dispute at level 2

whichever is the shorter.

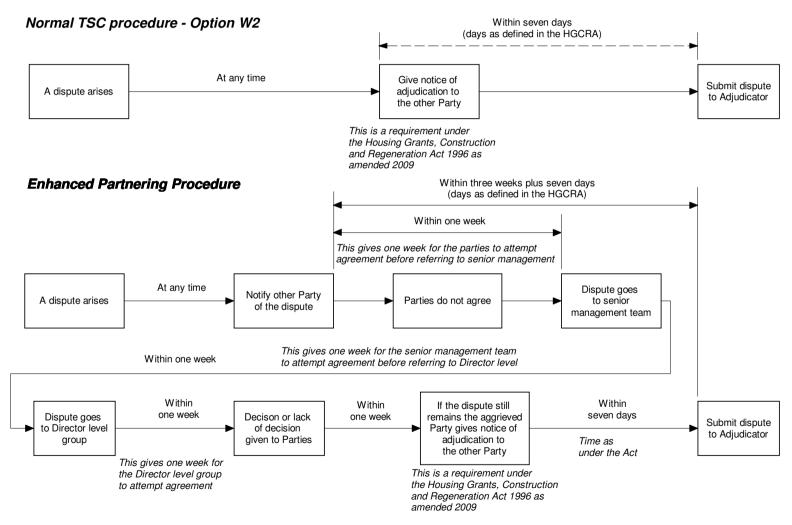
If no resolution is possible, this situation is made clear to the Parties. The aggrieved Party should then give notice of adjudication to the other Party within a week if they still wish to pursue the issue.

Volume 8 Service Information

Dispute Escalation Procedure

Figure 1 – Dispute escalation procedure

# **Dispute Escalation Procedure**





Imtech Traffic & Infra Ltd. Hazelwood House Lime Tree Way Chineham Business Park Basingstoke Hampshire RG24 8WZ

Sent by email to:

Shropshire Council Shirehall Abbey Foregate Shrewsbury Shropshire SY2 6ND

Date: 22/02/2016

Dear Sirs

3MC 003 - MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT SHROPSHIRE COUNCIL

#### SUBJECT TO CONTRACT

This is an Award Decision Notice pursuant to The Public Contracts Regulations (the "Regulations").

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A mandatory "standstill" period is now in force pursuant to the Regulations; this period will end at midnight on 3 March 2016.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 45% of the total marks and price accounting for 55% of the total marks.

We can confirm that your tender received the following scores and ranking:

Criteria	Your Score	Winning Tenderer's Total Weighted Marks	Your Rank (out of 2 tenders received)
Quality Initial Scores			
Quality weighted marks			
Price			
Overall (Price 55% quality 45%)			







For your further information we would confirm that your quality submission was scored against the published 0-10 scoring scheme and the stated award criteria and received the marks as set out on the table enclosed. We have also included some commentary to the marks given.

We will return to you after the mandatory standstill period has expired.

Yours faithfully



Street Lighting & Traffic Signals Commissioner Shropshire Council Highways & Transport Longden Road SHREWSBURY Shropshire SY3 9EL



Area Commissioner South Shropshire Council Commissioning Shirehall Abbey Foregate SHREWSBURY Shropshire SY2 6ND