

Tender No. 10/05

Name of Tenderer .....

Address .....

.....

.....



WEATHER DAMAGE REPAIRS TO  
ROADS IN KENT

CONTRACTOR'S OFFER

EMPLOYER'S ACCEPTANCE

CONTRACT DATA

WORKS INFORMATION

PRICE LIST

Date: MARCH 2010

Mike Austerberry  
Executive Director  
Environment, Highways and Waste  
Kent County Council  
County Hall  
Maidstone  
Kent  
ME14 1XQ



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**THE CONTRACTOR'S OFFER**

**The Contractor is**

Name .....

Address .....

.....

.....

.....

Telephone .....Fax.....

E-mail address .....

**To:- The Kent County Council**  
Sessions House  
County Hall  
Maidstone  
Kent  
ME14 1XQ

**Weather Damage Repairs to Roads in Kent]**

**Tender No 10/05**

Sir

1. The *Contractor* offers to Provide the Works in accordance with the following documents:
  - 1.1 *Conditions of contract*, being the NEC3 Engineering and Construction Short Contract, Second Edition June 2005 and as amended by the Employer.
  - 1.2 Contract Data
  - 1.3 Works Information
  - 1.4 Tendered Prices
  - 1.5 Quality Statement
2. We undertake to start and complete the works on the dates stated in the Contract Data.
3. We understand that the total of the Prices will be calculated in accordance with the *conditions of contract* and the tendered prices.
4. We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:
  - i Before the award of any contract for the work:
    - a Communicate to any person other than the person calling for this tender or a person duly authorised by him in that behalf the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
    - b Enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
  - ii Pay, give or offer or agree to pay or give any sum of money or other 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 other tender or proposed tender for the work, any act or thing of the sort described at (i)(a) or (b).

5 We also certify that the principles described in paragraph (i) and (ii) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

6. In this certificate, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word 'person' includes any persons and any body or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'the works' means the work in relation to which this tender is made.

Dated this ..... day of ..... 20 .....

Signature ..... In capacity of .....  
(eg Director, Secretary etc.)

Name.....  
(in capitals)

Duly authorised to sign tenders for and on behalf of:-

.....

Registered Address:- .....

Tel no. ....

.....

Fax no.....

.....

E-mail.....

**THE EMPLOYER'S ACCEPTANCE**

The *Employer* accepts the *Contractor's Offer* to Provide the Works. This constitutes a binding agreement between yourselves and the Kent County Council.

For the purposes of complying with the Construction (Design and Management) Regulations 2007, I hereby formally appoint your company as the principal contractor.

Signed on behalf of the *Employer*

Name.....

Position.....

Signature.....Date.....

## CONTRACT DATA

1. The *Employer* is the Kent County Council.
2. The *Employer's* delegate is:

<i>Name</i>	Matthew Sims
<i>Firm</i>	Kent Highway Services
<i>Address</i>	Miller House Lower Stone Street Maidstone Kent ME15 6GB
3. The *works* are: Weather Damage Repairs to Roads in Kent
4. The *site* is: as described in Specification Clause 109.
5. The *contract date* is the date of the *Employer's* Acceptance.
6. The *starting date* is: 19<sup>th</sup> April 2010
7. The *completion date* for the whole of the works is to be agreed
8. The *period for reply* is 7 days.
9. The *defects date* is: 3 months weeks after Completion of each repair
10. The *defect correction period* is: 4 weeks
11. The *delay damages* are NIL per day.
12. The *assessment day* is the last day of each calendar month.
13. The *retention* is 5%
14. Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes / No
15. The *Adjudicator* is: to be appointed if required
16. The *CDM co-ordinator* is:

<i>Firm</i>	Kent Highway Services
<i>Address</i>	Miller House Lower Stone Street Maidstone Kent ME15 6GB
17. Pre construction health and safety information is provided with the Tender documents. The principal contractor is required to produce a construction phase health and safety plan in accordance with the requirements of the CDM Regulations and to co-operate with the *CDM Co-ordinator* to enable him to fulfil his duties under the Regulations

18. The *interest rate* on late payment is 2% per annum above the Bank of England base rate or the rate of statutory interest set by the Secretary of State pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher).
19. The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of £5m for any one event.
20. The *Employer* does not provide any insurance stated in the Insurance Table.
21. The minimum amount of cover for the third insurance stated in the Insurance Table is £5m for any one event.
22. The minimum amount of cover for the fourth insurance stated in the Insurance Table is £5m for any one event.
23. Not Used.
24. The *Contractor* submits *programmes* complying with the Works Information when requested by the *Employer*
25. The *Adjudicator nominating body* is the President of the Institution of Civil Engineers or in his absence or unavailability his deputy
26. The *tribunal* is arbitration.
27. The *arbitration procedure* is the Institution of Civil Engineers Arbitration Procedure current at the date of referral.
28. The *conditions of contract* are the NEC3 Engineering and Construction Short Contract Second Edition June 2005 and the following additional conditions:

#### **Dates for payment**

Clause 51.1 is deleted and replaced by the following:

- 1.1 For the purpose of Sections 109 and 110 of the Housing Grants, Construction and Regeneration Act 1996,
  - the *Employer's* certificate is the notice of payment from the *Employer* to the *Contractor* specifying the amount (if any) of the payment made or proposed to be made, and the basis on which that amount was calculated,
  - the date on which a payment becomes due is seven days after the next *assessment day* which follows receipt of an application for payment by the *Contractor* and
  - the final date for payment is 30 days after the date on which the payment becomes due.
- 1.2 If the *Employer* intends to withhold payment after the final date for payment of a sum due under the contract, he notifies the *Contractor* not later than one day (the prescribed period) before the final date for payment by specifying
  - the amount proposed to be withheld and the ground for withholding payment or
  - if there is more than one ground, each ground and the amount attributable to it.

### **Assignment**

2. The *Contractor* shall not assign the contract or any part of it or any benefit or interest under it without the prior written agreement of the *Employer*.

### **Principal contractor**

3. The *Employer* appoints the *Contractor* to act as principal contractor for the purposes of the Construction (Design and Management) Regulations 2007

### **Rights of third parties**

4. No person who is not a party to this contract shall have a right to enforce any term of the Contract by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **Parent Company Guarantee**

5. If a parent company owns the *Contractor*, the *Contractor* gives to the *Employer* a guarantee by the parent company of the *Contractor's* performance in the form set out in Annex A within 14 days of the Contract Date.

### **Termination**

6. The following sub-clauses are added after Clause 90.5:-

90.6 The Employer may terminate if the Employer's delegate has notified that the Contractor has defaulted on three occasions in any of the following ways:

failed to provide the daily site record sheets by 20.00 hours on the day the works are executed,

failed to provide photographs for audit purposes within 48 hours of being requested,

produced work which fails the audit process or

submitted incorrect claims for payment.

90.7 Where defaults as listed in Clause 90.6 can be attributed to a specific gang, the Employer may require the Contractor to remove that gang from the works instead of termination of the contract.

### **Completion**

7. The Completion Date is dependent on the extent of repairs necessary and the available funding for that district. The Contractor will be advised of the Completion Date for the works in each district at the weekly meetings. A minimum of two weeks notice will be given.

### **Assessing Compensation Events**

Clause 63 is deleted and replaced by the following:

8. The assessment of compensation events shall be based on the rates in the Price List.

## **Publicity**

- 9.1 The *Contractor* or any agents or servants in his employ shall not give any information concerning the *works* for publication in the Press or on Radio, Television or Cinema or elsewhere without the written approval of the *Project Manager*.
- 9.2 No advertisement shall be erected within the Site by the *Contractor* or any sub-contractor without written approval of the *Employer*. All advertisements within the site shall be removed within 3 months of the *completion date*, unless the *Employer* agrees in writing for any advertisement to remain for a further period.

## **Accidents on Site**

10. The *Contractor* reports to the *Employer* details of any serious accident or fatality to any person employed by or contracted to him on the Site as soon as possible after an accident occurs.

## **Avoidance of dust and debris nuisance**

11. The *Contractor* shall take all necessary measures to prevent damage loss injury or nuisance caused by:-
- (i) mud dirt stones or other material used or generated whilst carrying out the *works*. This shall include but not be limited to ensuring that no fuel or lubricant mud dirt stones or other material is spilled or deposited on the highway whether or not it is open to traffic.
  - (ii) smoke or dust generated whilst carrying out the *works*.

## ANNEX A: 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* **THE KENT COUNTY COUNCIL** of Sessions House,  
County Hall, Maidstone Kent ME14 1XQ

### RECITALS

- A** The *Employer* has entered into a contract dated [ ] ("the Contract") with [ ] ("the Contractor") whose registered office is at [ ] to carry out and complete [the works.....] for a price, as defined in the Contract, of [.....] pounds, [£.....] in accordance with the Contract.
- 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.
2. We [name of Ultimate Parent Company] as the ultimate parent company and guarantor (hereinafter referred to as "the Guarantor") of [name 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.
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. 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 is only assigned as part of the Contract. The Guarantor shall not assign or part with any interest 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 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 *[insert date - being [12] years after the Completion Date for the whole of the works]*.
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 Ultimate Parent Company***] in the presence of:

Director

Director/Secretary

The common seal of **THE KENT COUNTY COUNCIL** is affixed and is authenticated by:

[ ..... ] (Print name of authorised signatory)

Signature  
Authorised Signatory

## WORKS INFORMATION

### SCOPE OF THE WORKS

#### Generally

This contract is for Weather Damage Repairs to Roads in Kent. Separate contracts will be awarded for the works in each district as shown on the attached map. Strategic and locally important roads (mainly A and busy B class roads) are excluded from these contracts.

#### Minor Road Network in each district.

District	Ashford	Canterbury	Dartford	Dover	Gravesham	Maidstone
Total Mileage	803	542	172	590	231	719
% of County total	13.23	8.92	2.84	9.72	3.81	11.86
Mileage with speed limit 30 mph or less	207	285	150	256	171	262
Mileage with speed limit over 30 mph	596	257	22	334	60	457
District	Sevenoaks	Shepway	Swale	Thanet	Tonbridge & Malling	Tunbridge Wells
Total Mileage	591	594	632	337	438	419
% of County total	9.74	9.78	10.43	5.55	7.22	6.89
Mileage with speed limit 30 mph or less	233	226	253	308	235	189
Mileage with speed limit over 30 mph	358	368	379	29	203	230

## **The Works**

The works comprise repairs to carriageway surfaces including potholes, patching in carriageways and edge of carriageway repairs on a “find and fix” basis to roads identified by the Employer. The list of roads will be supplemented by a list of potholes reported to the Kent County Council Contact Centre. **All** of the reported potholes must be repaired.

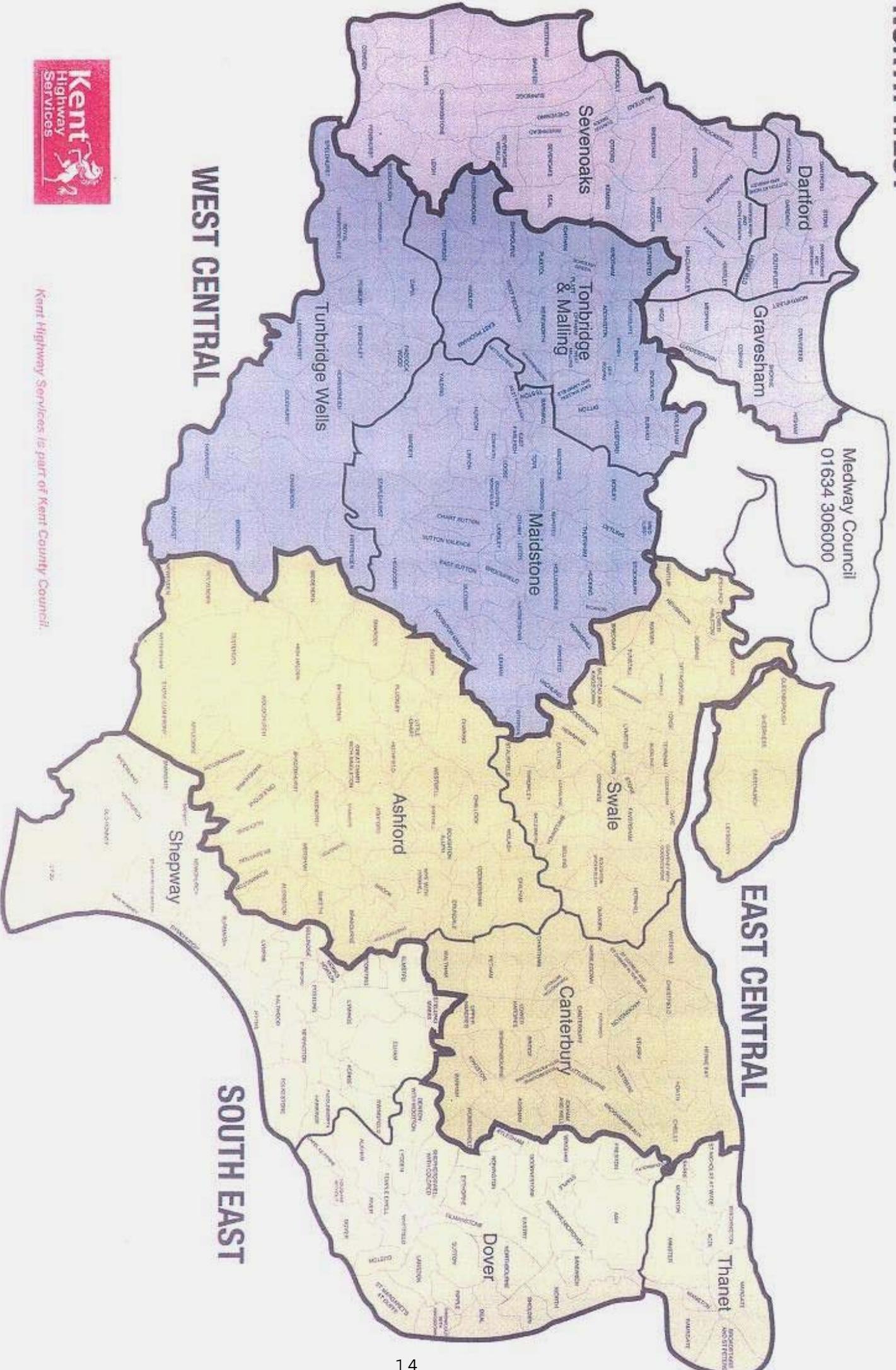
The works include all necessary traffic management, and the provision of records and photographs of work executed.

Road markings will be replaced by Others. No work is required in adjustment of ironwork.

A maximum of five gangs will be required in all districts.

No guarantee is given of the volume of work required.

Medway Council  
01634 306000



**WEST CENTRAL**

**EAST CENTRAL**

**SOUTH EAST**



*Kent Highway Services is part of Kent County Council.*

## **SPECIFICATION**

### PRELIMINARIES

#### 101 Night Work

- 1) No work will be carried out during the night except where necessary to comply with Clause 112, Traffic Safety and Management
- 2) For the purpose of this Clause the night is defined as the period between 19.00 hrs and 07.00 hrs.

#### 102 Site Safety and Welfare

- 1) In the interests of Site Safety, where there is a foreseeable risk safety helmets shall be worn on the Site by all Site personnel at all times.
- 2) Welfare facilities shall be provided as required by the CDM Regulations.

#### 103 Traffic Management Act

- 1) The Employer will apply for permits for the Kent Permit Scheme.
- 2) The Contractor shall provide the Employer with information on a daily basis on the location and timing of the Works

#### 104 Induction

All contractors operatives and staff for this contract shall attend an induction meeting in the morning of Thursday 1 April. Advice will be provided on the type and nature of the damage to the carriageway which is to be repaired under this contract, and the processes for recording the works executed. An explanation will be given on how the contract will be operated on a day to day basis and the process from provision of roads to repair to payment. Contact details will also be provided.

#### 105 Communications

- 1) The Employer will issue to the Contractor a list of roads to be worked on, and details of reported potholes on these roads. This list will be issued by email by 14.00 hours each day for the following days work. It is intended that this list will provide a full days work for the Contractor. If this is not the case, the Contractor shall telephone the Employer's delegate to request additional works.
- 2) The Contractor shall email to the Employer a site record sheet showing the works completed that day (a sample form is included at the end of this clause). This list shall be received by the Employer by 20.00 hours each day. Some roads may require the works to be executed outside peak hours (07.30 to 09.30 and 15.00 to 17.00 hours).
- 3) Review meetings shall take place each week. These meetings shall be held at either Doubleday House, Aylesford (for Dartford, Gravesham, Maidstone, Sevenoaks, Tonbridge & Malling or Tunbridge Wells) or Javelin Way, Ashford (for Ashford, Canterbury, Dover, Shepway, Swale or Thanet), or may take place by as teleconferences. At this meeting, the resource requirements (number of gangs required) for the next two weeks will be agreed.

105 Communications ( continued)

- 4) The Contractor shall use all reasonable endeavours to ensure that all and any of its officers, employees and agents who are at any time engaged in representing the Employer conduct themselves in a manner which is polite, orderly, conscientious and appropriate to the environment in which they find themselves. They shall refrain from all behaviour likely to cause offence to the Employer, its employees, its agents or the general public.
- 5) The Contractor shall ensure that all operatives and staff carry KHS contact cards (to be supplied by the Employer) to issue to members of the public in case of a query or dispute.
- 6) The Contractor shall provide a dedicated contact telephone number which shall be manned at all times during normal working hours to ensure a single point of contact between the Employer and the Contractor's repair gangs to facilitate a rapid response to any urgent issues.
- 7) The repair gangs shall carry a mobile telephone or other equipment to enable the Contractor to contact the gang at any time.

**KENT HIGHWAY SERVICES –PATCHING / POTHOLE WORKS**

GANG NAMES		DATE W/E	
AREA	INSTRUCTION		Patching works
PHOTO NO REF and USRN	ROAD LOCATION	SIZE AND DEPTH	NOTES

<b>SIGNED</b>	
<b>DATED</b>	

The "Notes" column shall be used to show the extent of any road markings and/or high friction surfaces to be reinstated

## 106 Photographs

- 1) It is important that the Employer is able to use the site photographs taken by the Contractor to help audit and verify works undertaken. This information may also be used in assessing insurance claims made against the Employer.
- 2) For each individual repair, a before and after photograph is required to be taken using a digital camera that generates a good quality photograph. The photographs shall show:
  - a) the reason for the find and fix repair;
  - b) the depth of the repair using a measuring tape or similar;
  - c) the quality of the completed repair;
  - d) a reference that includes the USRN of the road, the date taken and then sequential numbering 01, 02, 03 etc;
  - e) the size of the completed repair using a measuring tape or similar.
- 3) For each section of road where repairs are undertaken, a before and after photograph is also required to be taken . Each photograph shall clearly show at least a 10 metre road section vista with some defining adjacent features that would allow confirmation of location on an audit visit (such as the side of the road or signs etc).
- 4) The photograph numbers shall be included on the site record sheet provided to the Employer each day.
- 5) The photographs shall be stored electronically by the Contractor by District, road name, USRN and date to enable easy provision of information as part of the audit process.
- 6) The Employer will not require all the photographs to be provided until the end of the contract. However individual photographs may be requested to assist in the audit process. These photographs shall be provided with 48 hours of request in an email format.
- 7) A complete record of all photographs shall be provided on CDs or equivalent to the Employer at the end of the contract.
- 8) A review of the first sets of photographs will be undertaken by the Employer to ensure they meet quality standards and to support the crews on site who are taking them.

## 107 Audit of works by the Employer

- 1) Since the requirement is for find and fix the Employer will be undertaking an enhanced audit regime on the works. This audit will involve, but not be limited to, sample checks on;
  - returned USRN repair data sheets to check the number of repairs and measurement of completed repairs
  - before and after photos to ensure that the appropriate volume of repairs have been undertaken
  - depth of repairs using coring to substantiate the bill of quantity item being claimed
  - quality of repairs immediately on completion and after a period of time to ensure longevity of repair
  - the works on site to ensure appropriate signing and guarding and that the KHS notice boards have been put up.

#### 107 Audit of works by the Employer (continued)

- 2) At the start of the works the audits will also be used to provide support and guidance to crews to clarify the requirements presented in the induction event. The outcomes of the audits will be discussed at the weekly meetings or raised immediately if necessary.

#### 108 Samples for the Employer

The Employer may collect samples weekly from materials delivered to the Works area. The samples will be 5kg of AC10 dense close surf 100/150

#### 109 Extent of Site

The limits of the Site shall be the minimum necessary to accommodate the Works and the safety zones.

The Contractor shall note that for the purposes of the Conditions of Contract, the areas needed for the erection of advance warning traffic signs are deemed to be part of the Site.

#### 110 Programme

- 1) The programme of Works shall be in accordance with the list of roads to be provided daily be the Employer.
- 2) The Contractor shall take into account the constraints and conditions stated in the Contract which include the following:
  - i) Restricted working hours (as Clause 105);
  - ii) Traffic safety and management (as Clause 112);
  - iii) Liaison with other contractors executing adjacent highway works.
- 3) The Contractor shall submit a daily return showing in detail all labour and plant, including that of Sub-Contractors, employed on the Site.
- 4) The Contractor shall submit further breakdowns of items and other details as may be required.

## 111 Payment Applications

The payment applications submitted to the Employer in accordance with the Conditions of Contract by the Contractor shall separately identify each item and specify 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 Employer to inspect invoices for goods or materials included in the statement as may be required

## 112 Traffic Safety and Management

### 1) Responsibility for Traffic Safety and Management

The Contractor is responsible for the traffic safety and management and associated works as described below, including complying with the requirements and advice in the following publications:-

- i) Safety at Street Works and Road Works - A Code of Practice - issued jointly by the HA, the Scottish Office and the Welsh Office.
- ii) Chapter 8 of the Traffic Signs Manual published by the Stationery Office

### 2) Definitions

Generally the terms used are as described in the Traffic Signs Manual Chapter 8 Section D1.5 with the addition of the following:-

- i) The word "should" where used in the Traffic Signs Manual Chapter 8 shall be regarded as a requirement of the Contract.

### 3) Obtaining Survey Data

Any Traffic Safety and Management required by the Contractor for the purposes of obtaining survey data shall conform to these requirements.

### 4) Works Traffic

- i) Only vehicles and plant essential for carrying out the Works shall be allowed to enter any Working Space. Any vehicle deemed by the Employer to be non-essential (especially private cars), and any vehicle not complying with Clause 117 shall not be permitted to remain within the Working Space. If necessary the Contractor shall provide and maintain an area separate from the Site for the long term parking of his employees' and his sub-contractors' employees' private vehicles. The location of such a parking area shall be subject to the Employer's prior approval. The Contractor shall arrange, if necessary, for the transport of personnel between the parking area and the Site.
- ii) Hazard warning lights, in lieu of roof mounted amber flashing lights, shall not be used.

#### 4) Works Traffic (continued)

- iii) The Contractor's attention is drawn to the need to assess the risks and develop and operate safe working practices when vehicles and plant are reversing on Site, whether or not they are on part of the highway. The Contractor's practices and procedures shall take account of the conditions which obtain on Site.

#### 5) Safety Zone

Safety Zones shall be kept clear of personnel, plant and materials at all times. The safety zone shall be physically marked out by cones on the traffic boundary and by a continuous physical barrier on the Works or inner boundary. The barrier shall be sufficient to keep pedestrians out and prevent inadvertent straying by site personnel. The method of physically marking the boundaries will have been chosen on the basis of an appropriate risk assessment. The minimum lateral and longitudinal clearances shall be as laid down in the Traffic Signs Manual Chapter 8 Section D3.2 unless otherwise determined by the Employer.

#### 6) High Visibility Warning Clothing

Where work is carried out on or adjacent to a highway open to traffic the Contractor shall ensure that the workforce and the site supervisory staff at all times wear high visibility warning clothing complying with BS EN 471. Clothing shall be Class 3 to Table 1 and shall comply with the requirements of para. 4.2.3(b). The colour of the clothing shall be "fluorescent yellow" or "fluorescent orange-red" complying with Table 2. The retroreflective material used shall be to Class 2 as defined at Table 5. The clothing must be properly fastened at all times. Clothing complying with other specifications may be used where they offer equivalent levels of performance in so far as the specification given is not inconsistent with the basic health and safety requirements set out in Annex 2 of the Personal Protective Equipment Directive (89/686/EEC).

#### 7) Temporary Traffic Signs

- a) All temporary traffic signs shall be constructed to the same standard as permanent signs.
- b) Signs which are damaged or have lost their reflectivity shall not be used.
- c) All traffic cones shall be 1 metre in height.

8) Roadworks Teams and Police Authorities

The Roadworks Teams and Police Authorities are as listed below:

**Dartford, Gravesham and Sevenoaks**

North West Team

Roadworks Team  
Kent Highway Services  
Doubleday House  
St Michaels Close  
Aylesford  
Kent ME20 7BU

Team Leader – Alison Hews  
Tel No: 01622 798355  
E-mail: [khs.roadworkswest@kent.gov.uk](mailto:khs.roadworkswest@kent.gov.uk)

**Dover, Shepway and Thanet**

South East Team

Roadworks Team  
Kent Highway Services  
Javelin Way  
Henwood Industrial Estate  
Ashford  
Kent TN24 8AD

Team Leader – Neil Edwards  
Tel No: 01233 648319  
E-mail: [khs.roadworkseast@kent.gov.uk](mailto:khs.roadworkseast@kent.gov.uk)

**Maidstone, Tonbridge & Malling and  
Tunbridge Wells**

West Central Team

Roadworks Team  
Kent Highway Services  
Doubleday House  
St Michaels Close  
Aylesford  
Kent ME20 7BU

Team Leader – Chris Seare  
Tel No: 01622 798355  
E-mail: [khs.roadworkswest@kent.gov.uk](mailto:khs.roadworkswest@kent.gov.uk)

**Ashford, Canterbury and Swale**

East Central Team

Roadworks Team  
Kent Highway Services  
Javelin Way  
Henwood Industrial Estate  
Ashford  
Kent TN24 8AD

Team Leader – Neil Campbell  
Tel No: 01233 648319  
E-mail: [khs.roadworkseast@kent.gov.uk](mailto:khs.roadworkseast@kent.gov.uk)

8) Roadworks Teams and Police Authorities (continued)

Name	Address Number	Telephone	Contact
Police Areas	<b>Mid Kent</b> (Maidstone, Faversham, Sittingbourne and Sheerness)  Tel: [01622] 690055		
	<b>North Kent</b> (Dartford and Gravesend)  Tel: [01474] 331055		
	<b>West Kent</b> (Swanley, Sevenoaks, Tonbridge, Tunbridge Wells, Mallings)  Tel: [01732] 771055		
	<b>East Kent</b> (Thanet, Canterbury, Whitstable, Herne Bay))  Tel: [01227] 762055		
	<b>South Kent</b> (Ashford, Tenterden, Lydd, Folkestone, Dover, Deal)  Tel: [01303] 850055		
	<b>Medway</b> (Gillingham, Rainham)  Tel: [01634] 891055		
	<b>Traffic Management Unit</b> (Coldharbour)  Tel: [01622] 798541		

113 Information Boards

- i) The Contractor shall collect from the Employer's store and erect on Site two 1050mm x 750mm Roadworks Information Signs and frames for each gang.
- ii) The Roadworks Information Signs shall be displayed for the duration of the Works. They shall be positioned and repositioned as appropriate to the Works.
- iii) On completion the signs and frames shall be returned in a clean and undamaged condition to the Employer's depot at either Doubleday House, Aylesford or Javelin Way, Ashford.

#### 114 Quality Management System

1) General

The Contractor shall institute and operate a UKAS or equivalent accredited quality management system complying with BS EN ISO 9001 and Clause 104.

2) Method Statements

The Contractor shall provide method statements and construction procedures; for acceptance within 3 days of the Award of Contract.

## MATERIALS AND WORKMANSHIP

### 201 Patching and Repairs to Potholes

1) General

Patching is defined as replacement of surface course, binder course and base where the materials are laid in small areas. The work shall be carried out generally in accordance with BS 434-2 and the following

2) Preparation

- a) The existing defective material shall be broken out so as to provide a cavity with a solid base and straight vertical edges formed by saw cutting.
- b) The hole shall be cleaned and dried by blowing with clean dry compressed air. All loose material shall be removed from site for recycling
- c) The sides and base of the hole shall be primed with a cationic emulsion bond coat containing at least 60% bitumen, brush applied at the rate specified by the manufacturer, to form a complete coating

3) Backfilling

- a) Replacement material shall be hot mix dense/close graded asphalt concrete surface course (AC10 dense close surf 100/150). The material shall be laid and compacted before its temperature drops below 85°C.
- b) Overbanding and sealing of repairs is prohibited.

4) Compaction

Material shall be fully compacted into the prepared hole in layers to a maximum depth of 50mm with a vibrating plate or tamper if the hole depth is greater than 50mm. Alternatively a vibrating roller may be used if the patch is less than 50mm deep. The finished patch shall be 3mm above the surrounding road surface to ensure full compaction. Compaction plant shall comply with HAUC Specification Section S10 using a minimum of 6 passes over every point.

5) Alternative methods

Velocity Patching may be used as described in BS434-2

## 202 Repair Gang

A repair gang shall, **as a minimum**, comprise the labour and equipment listed in below together with a suitable vehicle.

<u>Labour</u>	
Driver	1 No
Additional Operative	1 No
<u>Equipment</u>	
Roller breaker	1 No
Wacker plate	1 No
Disc cutter	1 No
Broom	2 No
Pick axe	2 No
Spade	1 No
Shovel	2 No
Club hammer	1 No
Bolster	1 No
First aid kit - large	1 No
Bucket	1 No
Stop/go boards	1 Set
Temporary traffic signs and cones for works on two way single carriageway roads as shown in "Safety at Street Works and Road Works"	1 Set

## **PRICE LIST**

1. Separate rates shall be inserted in each page of the Price List for the districts which you wish to work in. If rates are not inserted it will be assumed that you do not wish to work in the relevant district.
2. The rates inserted shall include for traffic management, welfare facilities, restricted working hours and everything else necessary to complete the Works in accordance with the Conditions of Contract and Works Information.
3. Potholes shall be measured Individually as the area of the top surface of the pothole in the following sizes:
  - Small pothole means a pothole not exceeding 0.10 square metres in area.
  - Medium pothole means a pothole exceeding 0.10 square metres but not exceeding 0.40 square metres in area.
  - Large pothole means a pothole exceeding 0.40 square metres but not exceeding 1.00 square metre in area.
  - Repairs larger than 1.00 square metre in area shall be measured as patching.
4. The measurement of the patching shall be the area of the top surface of the patch.
5. All rates shall exclude VAT.

**ASHFORD**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**CANTERBURY**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**DARTFORD**

Item	Description	Unit	Rate £
<u>Potholes and Patching</u>			
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**DOVER**

Item	Description	Unit	Rate £
<u>Potholes and Patching</u>			
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**GRAVESHAM**

Item	Description	Unit	Rate £
<u>Potholes and Patching</u>			
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**MAIDSTONE**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**SEVENOAKS**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**SHEPWAY**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**SWALE**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**THANET**

Item	Description	Unit	Rate £
<u>Potholes and Patching</u>			
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**TONBRIDGE & MALLING**

Item	Description	Unit	Rate £
	<u>Potholes and Patching</u>		
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....

**TUNBRIDGE WELLS**

Item	Description	Unit	Rate £
<u>Potholes and Patching</u>			
1	Small pothole not exceeding 50mm deep	number	
2	Small pothole exceeding 50mm but not exceeding 100mm deep	number	
3	Medium pothole not exceeding 50mm deep	number	
4	Medium pothole exceeding 50mm but not exceeding 100mm deep	number	
5	Large pothole not exceeding 50mm deep	number	
6	Large pothole exceeding 50mm but not exceeding 100mm deep	number	
7	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
8	Patching exceeding 1.00 square metre but not exceeding 10.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	
9	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area not exceeding 50mm deep	m <sup>2</sup>	
10	Patching exceeding 10.00 square metres but not exceeding 20.00 square metres in area exceeding 50mm but not exceeding 100mm deep	m <sup>2</sup>	

Contractors Name.....

Signature .....

Address .....

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Date.....