

Direct Dial/Ext: 01622 694002  
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Ask for: Anna Taylor  
Your Ref:  
Our Ref:  
Date: 7 April 2010

Dear Member

**CABINET SCRUTINY COMMITTEE - FRIDAY, 9 APRIL 2010**

Please find enclosed, additional information for next Friday, 9 April 2010 meeting of the Cabinet Scrutiny Committee that was requested by the Chairman of the Committee.

**Agenda No    Item**

**1.    Weather Damaged Roads: Major Road Repair Blitz (Pages 1 - 74)**

Mr P Carter, Leader of the Council, Mr M Austerberry, Executive Director, Environment, Highways and Waste Directorate and Mr J Burr, Director of Kent Highway Services will attend the meeting from 10.15am to 11.00am to answer Members' questions on this item.

Yours sincerely



**Peter Sass**  
**Head of Democratic Services & Local Leadership**

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**Appendix A****SOUTH EAST BUSINESS PORTAL****Creating an Opportunity Record – Information Required**

<b><u>Title of Contract</u></b>	
Please give the title of the contract being offered	Weather Damage Repairs to Roads in Kent
<b><u>Dates:</u></b>	
Planned Start Date	19 April 2010
Planned End Date	To be agreed
Last Date for registering interest	1 March 2010
<b><u>Contract Options</u></b>	
OJEU Flag?	NO
Open to other Councils?	NO
<b><u>Values</u></b>	
Estimated quantity (if applicable)	
Estimated annual value (if applicable)	between £1,000,000 - £2,500,000
Estimated total contract value	between £1,000,000 - £2,500,000
<b><u>Notes</u></b>	
Please give all the details about the opportunity being offered – use a separate sheet of paper if necessary	See attached sheet

<b>Contact Details</b>	
Name	Keith Macklin
Unit	Kent Highway Services
Telephone number	01622 666027
E mail address	Keith.macklin@jacobs.com

<b>For Finance use only</b>	
Date created in Portal	
Business Portal Reference Number	

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

This opportunity is for patching and repairs to carriageways in Kent. The total estimated value is £1,000,000 but a further £1,500,000 may become available. The work will be split into 12 contracts – one for each district in Kent, and no tenderer will be awarded more than two contracts.

Strategic and locally important roads (these are mainly A and busy B class roads) and will be excluded from these contracts.

The work will be on a “find and fix” basis and will include all traffic management. Two or three gangs will be required in each district. Contractors will be provided with routes to work to in advance and this will include reports of pot holes and minor patching already received from the public. All repairs must be properly cut back and sealed. Contractors will be required to provide before and after photos of sections of roads where repairs have been undertaken. Permitting and road markings etc will be organised by Kent Highway Services. The successful contractors must have internet access and email to assist with submission of reports etc for the management of the contract and all crews must have mobile phones.

Induction will be given to all companies prior to work starting to clarify identification of repairs and agree working practices such as how the schedules of roads will be provided.

Applicants, including those already on Kent’s List of Approved Contractors for Highway Works, will be sent an application form which will require details of the applicant’s finances, health and safety, insurances and quality assurance. References for relevant work will be requested and checked. All of the information requested must be returned by 2<sup>nd</sup> March 2010.

As a minimum, contractors must:

- have at least £5,000,000 public liability insurance;
- must be quality assured, in accordance with BS EN ISO 9001 via a third party certification scheme accredited by the United Kingdom Accreditation Service (UKAS) or equivalent, and
- a minimum annual turnover of £500,000 in each of the last two years.

The intended programme is:

- Publish contract notice 12<sup>th</sup> February
- PQQ available 16<sup>th</sup> February – 1<sup>st</sup> March
- Closing Date for PQQ responses 2<sup>nd</sup> March
- Issue tenders 12<sup>th</sup> March
- Return tenders 26<sup>th</sup> March
- Award contract 1<sup>st</sup> April
- Induction event for contractors early April
- Start on site 19 April

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TO BE COMPLETED BY THE APPLICANT

1. Name of Company/Firm:

Address:

Telephone No:

Fax No:

2. Registered Office Address:

3. Names and addresses of all Directors/Partners:

4. Date of Registration/formation:

Registration No:

State whether Public or Private :

Nominal and Paid Up Share Capital:

5. Name and Address of Insurance Brokers:

6. INSURANCES

Employers Liability Insurance:

Insurer:

Policy No:

Expiry Date:

Public Liability Insurance (Third Party):

**(Minimum £5,000,000)**

Insurer:

Policy No:

Expiry Date:

**(Please provide a copy of the Certificate of Insurance, not a copy of the policy, for each insurance held)**



12. Please ENCLOSE proof of registration with HM Revenue & Customs (HMRC) for the New Construction Industry Scheme (New CIS) including unique taxpayer reference (UTR). Individual partners in a firm should also provide National Insurance number (NINO).

13. Please ENCLOSE a fully completed copy of the KCC Environment and Regeneration Directorate Health & Safety Questionnaire.

The Health & Safety Questionnaire is issued as a separate form along with this application form. An additional copy may be obtained from the Jacobs Contracts Support Team on telephone 01622 666119 should this be necessary.

14. All companies must be quality assured, in accordance with BS EN ISO 9001 via a third party certification scheme accredited by the United Kingdom Accreditation Service (UKAS), or equivalent.

Please ENCLOSE a copy of your Quality Assurance Certificate and any/all appropriate Schedules.

Include details of accreditation to, or details of progress towards accreditation to, National Highway Sector Scheme 16

Signed:

Dated:

Position /Title:

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**Kent**  
**Highway**  
**Services**



WEATHER DAMAGE REPAIRS TO  
ROADS IN KENT

INSTRUCTIONS FOR TENDERING

Date: MARCH 2010

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



## Instructions for Tendering

### Contents

#### Page No

Instructions for Tendering  
List of Documents with Invitation to Tender  
List of Documents to be returned with Tender

### ANNEXES

Annex A : Quality/Price Tender Assessment

### Instructions for Tendering

TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS IN ANY PARTICULAR MAY BE REJECTED BY THE EMPLOYER WHOSE DECISION IN THE MATTER SHALL BE FINAL.

1. **Management Functions:** The Employer will be the Kent County Council.
2. **Queries:** any queries arising from the tender documents which may have a bearing on the offer should be raised with the Employer as soon as possible in writing but in any case not later than 5 days prior to the date of return of tenders.
3. **Adjudicator:** in the event of a dispute at any time, an appointment of an adjudicator will be made jointly by the Employer and the Contractor. If tenderers disagree with this proposal they must include their alternative proposals with their tender.
4. **Not Used**
5. **Additional Clauses:** tenderers' attention is drawn to the additional clauses, which the Employer has added to the Contract. These are set out in the Contract Data.
6. **Lump Sums/Unit Rates:** these must be quoted in pounds and pence and shall not include Value Added Tax. All schedules submitted with tenders giving lump sums/unit rates must be written in ink and be the original copy. If such schedules contain pencil entries or are photocopies of documents the tender may be rejected. The terms 'nil', 'n/a' or 'included' are not to be used but should be indicated as '£0.00'. Figures must be inserted against each item or activity – credit values in favour of the Employer must not be used. If necessary, the Employer may contact a tenderer whose tender has required arithmetical adjustment.
7. **Contract briefing:** all tenderers are invited to a meeting at the Lecture Theatre, County Hall on Wednesday 17 March at 9.00 am where a brief explanation of the this contract will be provided.
8. **Not Used**
9. **Not Used**
10. **Not Used**
11. **Confidentiality:** the tender 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 documents, 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. 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.
12. **Parent Company Guarantee:** Tenderers should note that the Employer may require a Parent Company Guarantee for this project. Due to the often complex structure that exists within a group of companies, tenderers must submit details of their company group structure and identify which of the companies within the group will act as guarantor. The Employer may request submission of audited accounts from that or any other company within the group before the contract is awarded.
13. **Not Used**

14. **Pollution:** tenderers should note any special arrangements in the Specification for disposal of hazardous material. Tenderers should also note the need to comply at their own expense with the duty of care applicable to the carrying, importing, treating, keeping and disposing of waste (including toxic or hazardous waste) as required by the Environmental Protection Act 1990 and any other relevant environmental legislation. If a waste management licence or authorisation is required from the Environment Agency responsibility for obtaining it falls to the Contractor.
15. **Language and Law:** tenderers should note that tenders and supporting documents must be written in English and that any resulting contract, its formation, interpretation and performance will be subject to and in accordance with the law of England.
16. **Insurance:** details of insurance policies held or proposed meeting requirements stated in the Insurance Table within Clause 82 of the Conditions of Contract must be submitted with tenders for the Employer's approval. If an insurance policy contains any excess amount the maximum excess amount shall be £10,000.  

An excess sum of more than £10,000 will only be approved subject to suitable alternative arrangements e.g. a bond.
17. **Claims Within Excess:** tenderers must include with their tenders a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.
18. **Insurance Queries:** should be raised in writing with the Employer at the earliest opportunity but in any event not later than 5 days before return of the tender. Tenderers should note that failure to submit required insurance details will delay consideration of their tender by the Employer. A contract will not be awarded to a tenderer until their existing or proposed insurances have been verified.
19. **Not Used.**
20. **Not Used**
21. **CDM:** the attention of tenderers is drawn to the Construction (Design and Management) Regulations. It is proposed to formally appoint the successful tenderer as Principal Contractor under the Regulations at the time of contract award. Tenderers must therefore be able to satisfy the Employer that they are competent and have made available adequate resources for health and safety. Accordingly, tenderers are required to submit with their tenders a written undertaking that if awarded the contract, they are willing to accept the appointment of Principal Contractor.
22. **Health and Safety Plan:** Pre construction information is provided with the tender documents. The principal contractor shall produce a suitable Construction Phase Health and Safety Plan and submit it to the CDM Co-ordinator at least 7 days before the start of any works on site.
23. **Not Used**
24. **Not Used**
25. **Not Used**
26. **Not Used**

27. **Qualified Tenders:** tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal and/or placing it on different footing from other tenders. Only tenders submitted **strictly in accordance with the tender document as issued (or as subsequently amended by the Employer) will be accepted for consideration.** The Employer's decision on whether a tender is acceptable will be final and the tenderer will not be consulted. Qualified tenders may be excluded from the competition and the tenderer notified.
28. **Tender evaluation:** tenders will be assessed on the basis of both quality and price. The contract is awarded to the tenderer submitting the most economically advantageous offer assessed on the basis of quality, execution and price proposals in accordance with Annex A.
- This tender includes a separate Price List for each of the 12 districts. Tenderers may submit prices for one or more districts. Each district will be awarded as a separate contract, but no tenderer will be awarded more than two contracts.
29. **Not used**
30. **Tender Submission:** tenders must be made on the accompanying form of Contractor's Offer which must be completed in ink and signed by or on behalf of the tenderer and returned together with all the information requested in Paragraph 44. The completed documentation must be submitted to the address and by the date and time stated below. No unauthorised alteration or addition should be made to any component of the tender documents..
31. **Delivery of Tender** tenders should be sent by Registered Post, Recorded Delivery, Red Star Service, Courier, Parcel Force Datapost, (or the nearest equivalent postal service from another member state of the European Union), or delivered by hand in a plain sealed envelope. Whichever method is used, the envelope, or any franking thereon, must not bear any marks, sign or reference which might indicate who the tenderer is. When using Parcel Force Datapost tenderers should ensure that The Post Office allows the requirement for insertion of the sender's name to be waived. The envelope must be returned to the Kent County Council Environment and Regeneration Finance Team using the prescribed label supplied with these Instructions so as to arrive not later than NOON on the date given in the letter of invitation to tender. Tenders must not be sent by any other form of postal service. The tender must remain open and valid for **60** days
32. **Tender Acceptance:** The Employer does not bind himself to accept any tender.
33. **Not used**
34. **Publication:** tenderers must note that the amount of the successful tender and the name of the tenderer will be published.
35. **Not used**
36. **Not Used**
37. **Not Used**
38. **Not Used.**
39. **Not Used**
40. **Not Used**
41. **Not Used**
42. **Not Used**

**List of Documents with Invitation to Tender**

**43.** The following is a list of documents included with this invitation:

- a) Instructions for Tendering
- b) Form of Contractor's Offer
- c) Form of Employer's Acceptance
- c) Contract Data
- d) Works Information
- e) Price List
- f) Health and Safety Pre-construction Information

**Documents to be returned with tender**

**44.** The following is a summary of information required to be submitted with the tender:

- (i) Completed Contractor's Offer
- (ii) Tendered Price List
- (iii) All the information required under "Quality Statement" in Annex A
- (iv) Details of the tenderer's insurance policies, including a statement undertaking responsibility for dealing with claims, or parts of such claims, within the excess amount.
- (v) Written undertaking to accept the appointment as principal contractor under the CDM Regulation.

## **ANNEX A – QUALITY/PRICE TENDER ASSESSMENT**

### **Quality Statement**

- 1 The Quality Statement must include comprehensive information on items i) to iii) below which will be assessed and scored in the Tender Assessment Model. Please note that information contained in the Quality Statement will become part of the final contract document.

Please provide the following information:

(NB all text shall be typed and have a minimum font size of 11)

- i) A description of the approach to this contract, including what you think the risks are and how you will go about managing/mitigating them. It must include what innovative ideas you have to improve the speed, productivity, quality and cost effectiveness of the works. It must also include an explanation of your approach to incentivising the workforce on this project (maximum 1 side of A4);
- ii) How many gangs you plan to use, how long they will work each day and how long the working week will be.. How you plan to undertake the works safely both for your crews and the travelling public. (maximum 1 side of A4)
- iii) Details of your proposed site management/supervisor(s), their names and CVs. The experience of this type of work of the crew members you intend to use, if they are employees of your company (and if so their names) or if you plan to use subcontracted labour the number of operatives. Emphasis should be placed on practical experience rather than qualifications; (maximum 4 sides of A4);

### **Financial Assessment:**

- 2 An appraisal of the unit rates submitted will be undertaken by the Employer. Any anomalies in individual prices will be drawn to the attention of the tenderer.
- 3 The ranking on a financial basis of compliant tenders will be based on the tendered rates inserted into an assessment model. The lowest acceptable tendered total will be given 100 marks and all other totals will be reduced pro-rata.
- 4 The best four financial scored contractors for each District Contract will then be assessed for quality.

### **Quality scoring:**

- 5 Each tender submission will be assessed by a 'Quality Panel' which may include the Leader of the Council. Marks will be awarded against model answers to the quality aspects shown in the Tender Assessment Model. The highest scored proposal from the table will be awarded 100 marks with all other proposals reduced pro-rata. Please be available for clarification during week commencing 29 March. Please supply telephone contact details for this period.

### **Final Tender Assessment:**

- 6 The tenders will be assessed using a price/quality ratio of 75:25.

**Tender Assessment Model)**

**Tender:**

<b>TENDERER:</b>		
<b>ASSESSOR:</b>		
	<b>MAXIMUM AVAILABLE MARKS</b>	<b>MARKS AWARDED</b>
<b>Quality Statement</b>		
i) A description of the approach to this contract, including what you think the risks are and how you will go about managing/mitigating them... It must include what innovative ideas you have to improve the speed, quality and cost effectiveness of the works. It must also include an explanation of your approach to incentivising the workforce on this project	40	
ii) How many gangs you plan to use and how long they will work each day and how long the working week will be. How you plan to undertake the works safely both for your crews and the travelling public.	30	
lii) Details of your proposed site management/supervisor(s), their names and CVs. The names of the crew members, if these are employees of your company or sub-contracted labour and their experience of this type of work. Emphasis should be placed on practical experience rather than qualifications	30	
<b>TOTAL</b>	<b>100</b>	

Date:.....

Name:

Signature)

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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



## CONTENTS

The Contractor's Offer

The Employer's Acceptance

Contract Data

Works Information

Price List

**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*.



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.

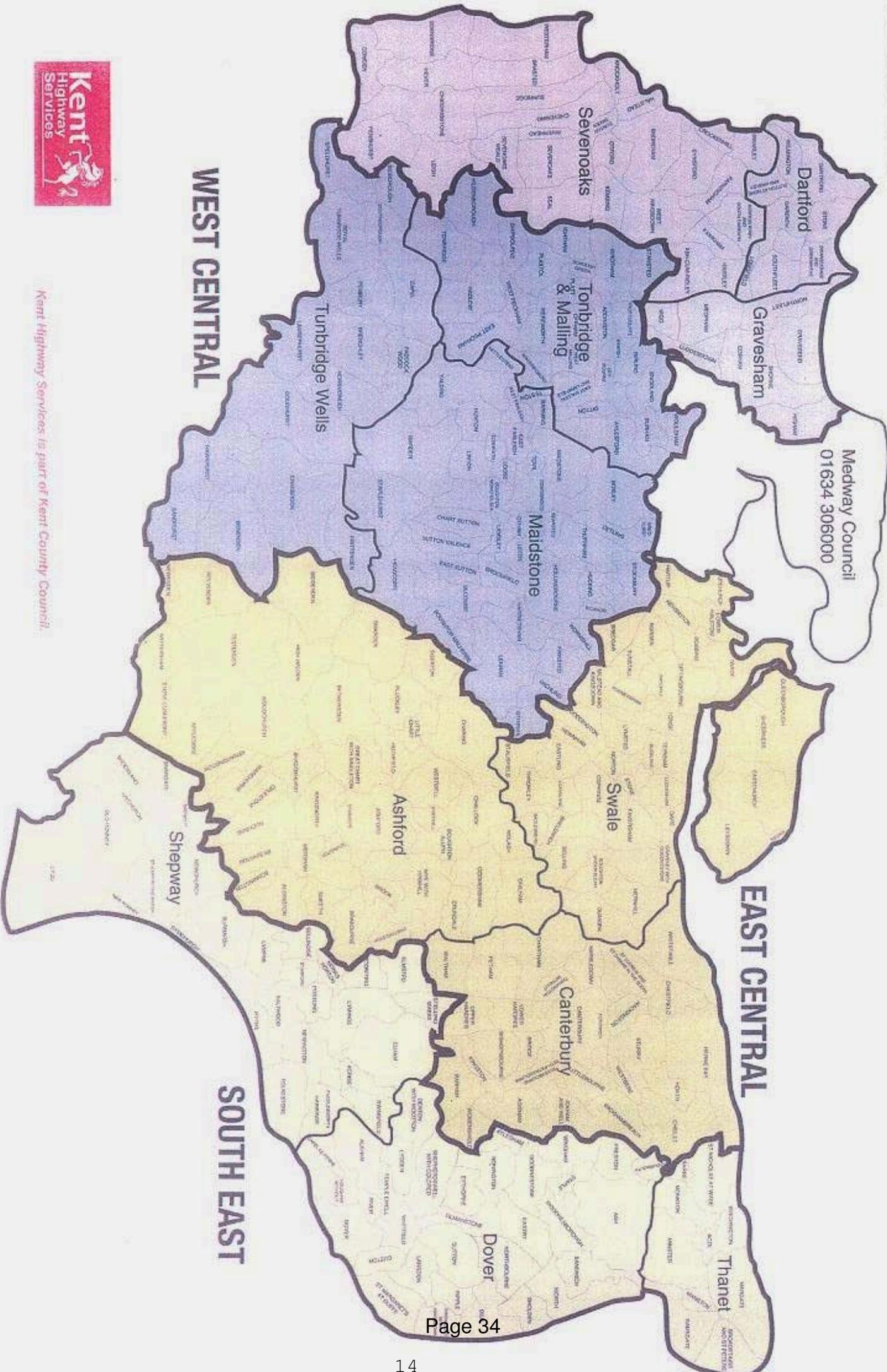
Road markings will be replaced by Others. No work is required in adjustment of ironwork.

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

No guarantee is given of the volume of work required.

# NORTH WEST

Medway Council  
01634 306000



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 / POTHoles 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 by 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 .....

.....

.....

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 .....

.....

.....

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 .....

.....

.....

Date.....



# **Kent Highway Services**

## **Weather Damage to Roads Repairs**

### **Tender Assessment Report**

**31<sup>st</sup> March 2010**



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## 1.0 Introduction

### Background

The extreme winter weather conditions of late 2009/early 2010 have caused high levels of damage to Kent's roads. Potholes and broken road surfaces are clear evidence of the coldest and wettest winter for thirty years.

On 29th March 2010, Cabinet agreed to make an initial £2m available to Kent Highway Services to deliver extra, essential road surface repairs. This spend will be awarded through competitive tendering using Kent County Council's existing procedures.

### Contract Process

Following a widespread media campaign and publication of tenders on the South East Business Portal, Contractors were invited to apply for a pre-qualification pack and those that passed the initial assessment of suitability were sent tender documents on 12 March, and these were returned on 26 March.

The tender assessment process was agreed with KCC corporate procurement team and is in line with KCC procurement and finance procedures.

The tender submissions have been scored based on price and quality, with a weighting of 75%/25% being attributed respectively.

The contractors were required to price 10 separate items ranging from a small pothole to a patch up to 20m<sup>2</sup>. Certain quantities of repairs have been applied to these rates in an 'assessment model' in order to give a comparable total price. Once placed in order, the lowest price contractor was given 100 marks and the remainder were given pro-rated scores. This score was then weighted at 75%.

For the quality element, the contractors were asked to answer 3 questions regarding their intended approach to the work, including working hours, assessment of risks and the number and skills of the gangs they intend to deploy. These were scored by an independent team and again, the best scoring contractor was given 100 marks and the remainder pro-rated. This score was then weighted at 25%.

The weighted scores for price and quality have then been added together to give a combined score for each contract.



## How the works will be undertaken

The contractors will work on a “find and fix” basis using up to 5 separate gangs in each district, according to the size of the district. The contractors will be able to work up to 7 days a week between 7am and 7pm. Kent Highway Services officers will deploy the contractors, giving instructions to ensure the highest priority areas are targeted.

The initial focus will be a concentrated attack on minor roads (including rural and estate roads) which make up 71% of the total (6,100km) and a higher proportion in terms of need. Work will continue in parallel, as appropriate, through the term maintenance contractor, Ringway.

The contract requires the repairs to be permanent, and there is a 3 month defects correction period written into the contract. The contractor will be expected to saw cut a regular edge to the repair, coat the opening with tack coat, and compact the new asphalt with the correct item of plant.

Whilst undertaking the works, gangs will be visited on a regular basis by KHS staff. They will be monitoring progress of the crews and ensuring that they undertake the works to the correct quality and are making the correct decisions about the repairs being undertaken.

Each day the contractor will return details of the repairs that they have undertaken. These records will be used to monitor the rate of spend on a daily basis, and will be reviewed by KHS staff. The contractors will be taking photographs before and after the repairs and providing a schedule of the works undertaken.

## Timescales

The works will begin on 12<sup>th</sup> April. The completion date will depend on the rate of repair and ongoing assessment of need.

## Public and Member Input

It is important that members, parish/town councils and members of the public can continue to highlight roads that are in need of repair. In order to make this successful and give an understanding of where the high priority areas are, KHS is using internal and external publicity to encourage people to report faults online at [www.kent.gov.uk/KHSFaults](http://www.kent.gov.uk/KHSFaults).

The remainder of this report summarises the results of the competitive tendering process.



## **2.0 Tender List**

The Prequalification opportunity was advertised in the KCC South East Business Portal on the 16<sup>th</sup> February 2010, with a closing date of 1<sup>st</sup> March 2010.

The prequalification pack was requested by 96 companies, of which 44 companies provided a response. Details of the contractors are shown in appendix 1.

The prequalification submissions were required to demonstrate a sufficiently high level of experience and ability in order to carry out the project successfully. The returned questionnaires were assessed by the following people:-

Health and Safety – Hazel Walter KHS H&S Advisor  
Quality Assurance – Keith Macklin KHS Contracts Advisor  
Finance – Anne Swift EHW Finance

29 companies passed the assessment and were invited to tender, these are listed in appendix 3.

## **3.0 Tender Process**

Tender documents for an NEC3 Engineering and Construction Contract, (Option B: Priced contract with bill of quantities), were sent to 29 contractors on the March 2010 with a Tender return date of the 26<sup>th</sup> March 2010.

An introduction to the contract was delivered in the County Hall lecture theatre on 17<sup>th</sup> March 2010. 23 contractors on the list attended the 1 hour session. A list of questions and answers were sent to all contractors following the introduction session. These are detailed in Appendix 2.



#### **4.0 Tender Submissions**

Of the 29 tenderers, 7 withdrew during the 2 weeks tender period and a further 2 failed to submit documents; therefore 20 tenders were submitted. A list of the contractors is shown in appendix 3.

The tenderers were required to submit their tenders to County Hall in unmarked envelopes. The tenders included finance and quality elements

Tenders were opened by the Environment, Highway & Waste Finance Team at Invicta House and assessed on 26<sup>th</sup> March 2010.

#### **5.0 Scoring**

An accepted scoring rationale was employed to ensure a comparable assessment was made across the tenders for both quality and price

For the price element, the lowest priced contractor was awarded 100 points and the remaining 3 being proportioned accordingly.

For the quality element, the contractor with the highest quality score was awarded 100 points and the others were scored in proportion to this.

The financial score was weighted by 75% and the quality score was weighted by 25%

The combined total of the weighted scores for cost and quality resulted in the selection of a contractor for each district.

#### **6.0 Financial Assessment**

The contract required the tenderers to price for 10 items of repair. They were given the opportunity to tender different rates for the 12 different district council areas.

Prior to the tenders being returned, an assessment of the quantities for the 10 bill items were made against 'model quantities'. This model was based on:-

- a) An assessment of current find and fix repairs undertaken since the start of the recent campaign
- b) Information of historical repairs undertaken since Jan 2009
- c) An assessment of the current backlog of work that is needed from mid-April



Standard rates for each item were used to ensure the model was justifiable.

After the tenders were returned, the rates from each contractor for each district were multiplied by the model quantities and the lowest priced contractor for each district was assessed.

Prior to the return of tenders, it had been agreed that if one contractor was lowest in more than 2 districts, they would be considered for the 2 districts where the difference between their price and the 2<sup>nd</sup> lowest price was greatest.



## 7.0 Quality Assessment

The contractors were requested to provide answers to 3 quality based questions, these were :-

- i) A description of the approach to this contract, including what you think the risks are and how you will go about managing/mitigating them. It must include what innovative ideas you have to improve the speed, productivity, quality and cost effectiveness of the works. It must also include an explanation of your approach to incentivising the workforce on this project (maximum 1 side of A4);
- ii) How many gangs you plan to use, how long they will work each day and how long the working week will be.. How you plan to undertake the works safely both for your crews and the travelling public. (maximum 1 side of A4)
- iii) Details of your proposed site management/supervisor(s), their names and CVs. The experience of this type of work of the crew members you intend to use, if they are employees of your company (and if so their names) or if you plan to use subcontracted labour the number of operatives. Emphasis should be placed on practical experience rather than qualifications; (maximum 4 sides of A4);

The quality scores were assessed based on a predetermined set of answers which could attract a maximum score of 100 marks.

The assessment panel met on 29<sup>th</sup> March 2010 to score the replies, the panel consisted of David Thomas, Keith Macklin and Julian Cook.

On 31<sup>st</sup> March 2010 contractors interviews took place by telephone to clarify some of the points made in the quality submissions. The interview panel comprised Paul Carter, Mike Austerberry, John Burr, Kim Hills and Matthew Sims.



## 8.0 Contract Award

Based on the financial and quality scoring, and the rationale of awarding a maximum of 2 districts to a contractor, it is recommended that the following contracts should be awarded :-

Ashford	Walker Construction (UK) Ltd
Canterbury	Walker Construction (UK) Ltd
Dartford	FM Conway Ltd
Dover	Skelton Contractors Ltd
Gravesham	FM Conway Ltd
Maidstone	Steadline Ltd
Sevenoaks	Ringway Infrastructure Services
Shepway	Gary Mason (Civil Engineering Ltd)
Swale	Ringway Infrastructure Services
Thanet	Skelton Contractors Ltd
Tonbridge & Malling	A.R. Cooks and Son Ltd
Tunbridge Wells	A.R. Cooks and Son Ltd



## Appendix 1 – List of Contractors requesting and returning Pre-Qualification Questionnaires.

Returned PQQ	
A R Cook	M & E Civil Engineering
ALS	McDonald Highway Services Limited
Ash Paving Ltd	murphy contracting ltd
Bearsted Surfacing Contractors	O'hara Bros Surfacing Limited
Blu-3(UK)Ltd	O'Rourke Construction and Surfacing
Carris Utility Solutions	P & T Asphalt
Chris Ball & Son Roofing Ltd	Pararail Ltd
Cliffe Contractors	Peter Mackelden Civil Eng Ltd
Coppard Plant Hire Ltd	Provia Construction
Digimage Limited	Pure Asphalt Co Ltd
Duke Contractor	R Marchant
Express Pipe Laying & Repairs Ltd	Rail & Highway Services Ltd
Fastrac Driveways	Ringway Infrastructure Services
Fergal Contracting Co Ltd	Serco Ltd
FM Conway Ltd	Skelton Contractors Limited
Gary Mason	Steadline Limited
Gemini Civils Ltd	Sturgeons
Henderson & Taylor (Public Works) Limited	Swift Surfacing
Initial Systems Limited	T J Hunt (Contracting) Ltd
J Breheny Contractors Ltd	T Loughman & Co Ltd
J Browne Construction Company Ltd	Training Assessment Progression cic
Kenson Contractors (Benington) Ltd	Walker Construction (UK) Limited

Did not return PQQ		
A & W Surfacing	Jayne Duke	Traffic Direct
AJ Building Contractors	K.Iverson Contractors	Trevor Collier
AKS Grab & Tip Hire Limited	Kefford Luke Ltd	Troy Bradish
Alltask Ltd	Kingfisher Mastic Asphalters	VolkerHighways Limited
Ancile Construction Limited	Kirby Builders	Wayne Smith
Andrew McIntyre	Landway	Weemix Concrete
Carriage Construction	Multimac Surfaces Limited	WHT Limited
CC Cousins Limited	N F Construction & Driveways Ltd	Wilson Tarmac
Coldmac Ltd	Nina Construction	
Colin Wells	Oatmor-Harris Ltd	
Countrystone Landscapes	P & H Construction	
Drive Design	P & M Surfacing	
F W Surfacing Limited	Peter Evans	
First Highways	Prismo Road Markings Limited	
Fosbraey Builders Limited	Rail Civils & Construction Limited	
Ground Logistics Ltd	Roche Civil Engineering Ltd	
Hailsham Roadway Construction Co Ltd	Rummery Plant Services	
Hugh Nicholls	S & L Surfacing	
Inten Limited	Shawley Construction Co Ltd	
Invicta Paving	Sitti Builders	
Irvine Utilities Limited	STD Boutwell Surfacing Ltd	
J L Rigden	Tilsons/GPP Building Contractors Limited	



Appendix 2 - Summary of issues raised by contractors attending Induction Event

Question/Query from the audience	Answer from KCC
1. Concern that no information has been provided on the amount of work in each District, or the budget or effectively how long the contract is for. There is mention of £1 million but press suggest up to £2.5 million.	KCC want to make a success of these repair contracts and further budget could be made available depending on how well the works actually go. The focus for these contracts is to repair roads quickly and efficiently to improve public perception of the state of roads and the service KCC provides. The contracts will start at the same time and we will be monitoring the need and progress week by week.
2. How will traffic sensitive streets be handled?	These will be clearly identified to you but as the work excludes strategic and locally important there should not be many of these and you should be able to programme this so as not to interrupt productivity. Please also refer to specification cl. 105.2
3. Daily whereabouts needs to be provided is this before or after works (Specification 103 (2))	You need to comply with the contract regarding the reporting of completed repairs. If we are able to give you more than one days work in advance we will require a 'planned' whereabouts email or phone call by 8.00 AM each day that works will take place.
4. Are contractors required to move parked vehicles?	You are not required to organise this. Ideally a re-visit some time during the same day or some local discussion to see if works can be done would be ideal but if it simply can't be done then report this back to us as 'outstanding repairs required'. Provide some sensible/practical detail around location so we can find it.
5. Can contractors use spray paint to help in locating repairs?	We are regularly criticised for spraying paint and taking a long time to do the repairs so we do not want any spray paint used to mark up works that have been done. The 10m road section vista photograph (clause 106.3) will help us to locate repairs.
6. Do contractors include for costs of road closures or traffic lights?	For the repairs that we require to be undertaken as part of this contract, we do not expect you to provide road closures or traffic signals. If subsequently a road closure is needed, then KCC will arrange this and provide on-site support for this, or issue a compensation event to you.
7. Will we need to do repairs using concrete?	There may be repairs on concrete roads but these will be done in bituminous material.
8. What about cracked roads between potholes?	We want you to think about the repairs through the eyes of the public. If it makes sense to join up repairs then please do so (there is also the 3 month maintenance period requirement for you to consider). We will give more examples of this during the induction and we will work with you in the early days of the contract so gangs are clear what is appropriate.
9. Is the budget the same for all Districts?	The work will be done on a needs basis and contractors can look around roads now to see the extent of repairs needed. But the start point is equal allocation for each District and we will monitor progress and need as works are undertaken (see also answer to 1).
10. Is there a back up option if one of the contracts is terminated?	Details are still being finalised for this.
11. If repairs are deeper than 100mm are they only paid at 100mm.	We are currently treating all repairs over 100mm as emergency repairs so these are being done already so hopefully there will be a limited number of these. However we will monitor this on a weekly basis with you and this will be a compensation event if necessary.
<b>12. Contract Data Ref 6 – Start Date</b>	<b>This has now changed to 13<sup>th</sup> April</b>
<b>13. Contract Data Ref 9 - amends</b>	<b>The defect date is 3 months (delete 'weeks')</b>
<b>14. Notifiable to HSE - amends</b>	<b>It has been confirmed that this contract will not be notifiable under the CDM regulations; therefore the following will be deleted:-</b> <ul style="list-style-type: none"> <li>• <b>Instructions for Tendering section 21, 22, 43(f), 44 (v)</b></li> <li>• <b>Contract Data page 5 paragraph 2</b></li> <li>• <b>Contract Data section 16 and 17</b></li> <li>• <b>Contract Data page 8 section 3 'Principle Contractor'</b></li> </ul>



### Appendix 3 – Final Tender List

Weather Damage Tender List			Sent Contract Documents	Comments
TOTALS			29	20 (tenders assessed)
<b>Tender List</b>				
A R Cook	Maidstone	Kent		Returned tender
ALS	Ramsgate	Kent		Returned tender
Bearsted Surfacing Contractors	Sittingbourne	Kent		DID NOT RETURN TENDER
Blu-3(UK)Ltd	Croydon	Surrey		DID NOT RETURN TENDER
Chris Ball & Son Roofing Ltd		London		WITHDRAWN DURING TENDER PERIOD
Cliffe Contractors	Rochester	Kent		Returned tender
Coppard Plant Hire Ltd	Crowborough	E Sussex		Returned tender
Duke Contractor	Horsmonden	Kent		Returned tender
Express Pipe Laying & Repairs Ltd	Roydon, Harlow	Essex		WITHDRAWN DURING TENDER PERIOD
Fergal Contracting Co Ltd	Witney	Oxfordshire		WITHDRAWN DURING TENDER PERIOD
FM Conway Ltd	Dartford	Kent		Returned tender
Gary Mason	Chatham	Kent		Returned tender
J Breheny Contractors Ltd	Ipswich	Suffolk		WITHDRAWN DURING TENDER PERIOD
J Browne Construction Company Ltd	Enfield	Middlesex		WITHDRAWN DURING TENDER PERIOD
McDonald Highway Services Limited	Rochford	Essex		Returned tender
O'hara Bros Surfacing Limited	Pinner	Middlesex		Returned tender
O'Rourke Construction and Surfacing		London		Returned tender
P & T Asphalt	Paddock Woods	Kent		Returned tender
Peter Mackelden Civil Eng Ltd	Headcorn	Kent		Returned tender
Provia Construction	Canterbury	Kent		Returned tender
R Marchant	Sevenoaks	Kent		Returned tender
Rail & Highway Services Ltd	west malling	Kent		WITHDRAWN DURING TENDER PERIOD
Ringway Infrastructure Services	Various	Kent		Returned tender
Skelton Contractors Limited	Canterbury	Kent		Returned tender
Steadline Limited	Maidstone	Kent		Returned tender
Sturgeons	Tunbridge Wells	Kent		Returned tender
T J Hunt (Contracting) Ltd	Guildford	Surrey		WITHDRAWN DURING TENDER PERIOD
T Loughman & Co Ltd	Dartford	Kent		Returned tender
Walker Construction (UK) Limited	Folkestone	Kent		Returned tender



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The list of chosen contractors for each district is as below:

Ashford	Walker Construction (UK) Ltd
Canterbury	Walker Construction (UK) Ltd
Dartford	FM Conway Ltd
Dover	Skelton Contractors Ltd
Gravesham	FM Conway Ltd
Maidstone	Steadline Ltd
Sevenoaks	Ringway Infrastructure Services
Shepway	Gary Mason (Civil Engineering Ltd)
Swale	Ringway Infrastructure Services
Thanet	Skelton Contractors Ltd
Tonbridge & Malling	A.R. Cooks and Son Ltd
Tunbridge Wells	A.R. Cooks and Son Ltd

In terms of company size, each bidder was required at the pre-qualification stage to satisfy the County Council's requirements in terms of minimum annual turnover (£500,000 for each of the previous two years), public liability insurance (£5m) and recognised Quality Assurance systems. The value of each contract is unlikely to be less than £100,000 per district. But this will depend firstly on the size of the road network in each district (which varies considerably, with Dartford being less than a quarter that of Ashford), and secondly on the amount of funding ultimately released through the initiative. Cabinet at its last meeting agreed an initial sum of £2m.

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