

Herefordshire Community Commissioning Model

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1 GLOSSARY OF TERMS

Annual Plan: Approved plan outlining the services to be commissioned by Herefordshire Council and delivered each year through the Public Realm Services Contract.

Community: Any established and registered organisation that is acting on behalf of and for the benefit of the local community

Community Commissioning Model: Mechanism and process to allow a Community to commission services through the Council's service provider utilising the existing Public Realm Services Contract

Compensation Event: Established mechanism for varying and agreeing the defined services

Early Warnings: Formal contractual notifications to a change in cost, quality or time in any given Project.

Projects: The works, services and activity as agreed between the Community and the Provider.

Provider: the Council's service provider as contracted to deliver defined services under the existing Public Realm Services Contract

Public Realm Services Contract: Contract between Herefordshire Council and its service provider to deliver defined services in relation to the public realm asset.

Public Realm Asset and Services: Asset as defined within the Public Realm Services Contract and delivery of services in relation to that asset.

Service Order: Established mechanism between the Council and its Provider for request of defined service or projects

2 INTRODUCTION

2.1 BACKGROUND

A number of local Communities, often through their parish or town council (who have the opportunity to raise additional revenue via the precept mechanism and other local funding mechanisms), have expressed an interest in directly funding minor works or services to resolve issues or enhance their communities. This approach has been encouraged, being aligned to Herefordshire Council's Asset Management Strategy where the community is better placed to recognise, fund and deliver on points of local concern ahead of the timescale that can be delivered through the Council.

Over the last few years, the level of enquires has increased, particularly as budgets for the delivery of public realm services continue to be subject to ever increasing demand with core delivery being focused on meeting safety priorities and obligations to the whole county. In some service areas this has historically led to a long term programme or a waiting list e.g. Traffic Regulation Orders.

To enable this approach the Community Commissioning Model has been developed to allow Communities to access a range of services through existing contractual mechanisms. However it is important that any proposed Model should seek to simplify and standardise, where possible, the way in which these services can be purchased by Communities by utilising the Public Realm Services Contract through the Provider.

The Provider will continue to provide services to the level agreed though the Annual Plan. The Model should be viewed as a means of providing enhanced services where Communities have the option should they wish to work with its provider to fund solutions to meet local need.

2.2 PRINCIPLES

This paper outlines the mechanism, principles and process for a Model that allows Communities to commission and pay for works through the Public Realm Contract in line with Council objectives.

The Model is based on the following objectives/principles:

- ✓ Meets the principles as outlined in the summary guidance for devolving services which states *'the need for the local authority to operate differently, often refining, reducing services or ceasing services altogether'* with the aim of *'allowing local councils using their existing powers and precepts to be more involved in running services'*.
- ✓ Meets the principles of the Council's Asset Management Strategy as detailed in the Local Transport Plan (point 5) *'Provide the support that enables routine maintenance work to be delivered locally'*.
- ✓ Empowers and encourages parish councils and third parties to actively take action to meet community aspirations within acceptable timescales. For matters that are important to their community but cannot be considered as a priority for the Council and hence does not attract the resources required to be delivered in the short or medium term.
- ✓ Uses the principles of commissioning that exist within the Public Realm Services Contract (and as appropriate any related contracts) to provide a formal and consistent approach for third parties to commission services.
- ✓ Ensures the Model is effective and efficient with a simple and standardised process to enable Communities to achieve their outcomes.
- ✓ Facilitates the development and improvement of the public realm asset through provision of services and works that may not otherwise be possible if reliant on funding from the

council's budgets.

- ✓ Applies the principle of full cost recovery where possible, with risk clearly identified and managed by the most appropriate party.

2.3 MODEL SUMMARY

Whilst the Model covers all requests from Communities it is acknowledged that some requests will be for simple purchases and could be considered as transactional e.g. bins. In these circumstances a simple pricing and purchasing arrangement will apply. All other requests will follow the Community Commissioning Model outlined below.

There are eight stages to the Model from initial request through planning, approvals to delivery and handover. Figure 1 outlines the key elements under each of these stages.

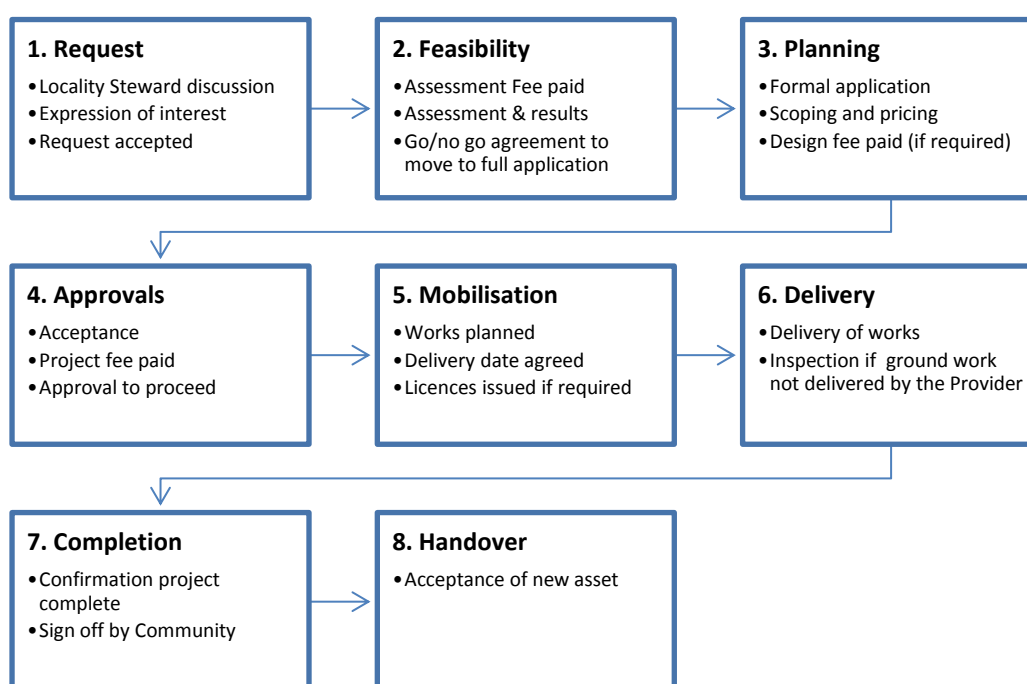


Figure 1: Community Commissioning Model stages.

These stages will be managed by the Provider liaising with the Community through an established point of contact providing regular updates as the project progresses.

The Provider of Public Realm Services has the authority to approve and deliver services to Communities under the terms and conditions of the Public Realm Services Contract. However the Model allows for the Community to commission an alternative and appropriate Provider for the Delivery (stage 6) of the project. In these cases the Provider will retain responsibility for the supervision, inspection and approval of the work.

A budget will be required in advance for all works within a project which will be paid direct to Herefordshire Council with this budget held by Herefordshire Council until the completion of the works. Authorisation for the Provider to proceed with the Project will be undertaken through the existing commissioning and payment mechanisms.

The following sections provides more detail on the mechanism and stages of the Model with Appendix A - Community Commissioning Model – lifecycle outlining the full process.

3 WORKS VALUE AND SCOPE

3.1 VALUE OF WORKS

There will not be a restriction on the value of works that can be considered through the Model, guidance of indicative costs will be provided as part of the toolkit as outlined in Section 8.3. Any requests for Projects which could be considered as high risk will be subject to agreement between Herefordshire Council, the Provider and the Community commissioning the works to fully understand risk and liabilities.

3.2 SCOPE OF WORKS

The scope of projects, works or services that could be commissioned through the Community Commissioning Model are as defined within the existing Public Realm Services Contract and will be reviewed and defined each year through the Annual Plan process.

There are a number of issues within the Public Realm which can be resolved by one or more solutions. These solutions may be as simple as seeking advice, through to installing a number of more complicated interconnected infrastructure. Appendix B sets out the scope of works currently carried out by the Provider on behalf of Herefordshire Council that are available to Communities to commission. Communities are encouraged to consider the issues they have, what is currently in place, why there's a problem and the most effective ways of dealing with them, sometimes using a range of the services listed.

The works and services set out therefore should be regarded as a series of measures which can address a problem or a set of related problems rather than using one item to provide a quick fix solution. As part of the assessment process, the Provider will not only look at the whole issue but will also consider the local and county wide perspective.

It is possible that work encompassing Non-Core Services could be commissioned through this Model but this would be subject to agreement between the Provider and the Council.

The works request form (completed by the Community) will determine whether the work being commissioned is within the scope of the Public Realm contract. The Provider has the delegated authorisation to make this decision and accept the work on the Council's behalf. Works within the Commissioning Model will generally fall within the Annual Plan governance decision report but in line with the Council's governance process each project will be reviewed to establish if additional decision reports are required (as is the case for Traffic Regulation Orders).

4 GOVERNANCE AND APPROVALS

4.1 GOVERNANCE

The Model will follow the Provider's formal governance structure as well as contractual mechanisms that already exist through the Public Realm Services Contract. Budget for works will be provided in advance by the Community and direct to Herefordshire Council who will then commission the service to the Provider against an agreed Service Order. Whilst the Community will provide a budget in advance, payment for delivery to the Provider will only be made on completion of works through existing contractual and payment mechanisms.

The benefit of using the existing governance arrangements through the Public Realm Services Contract will ensure appropriate governance is applied to time, cost and quality in managing the projects. Likewise any audits, technical approvals, site supervision, workload and management of road space bookings will be undertaken by the Provider in accordance with the services commissioned by the council.

In addition, for each proposed project the Provider will apply its internal governance procedures ensuring the appropriate level of control through a gate check process. Appendix A outlines the full project lifecycle of the Model providing a more detailed overview of the gate checks associated with each stage outlining the key decision points and pricing, and payment requirements together with the actions and documentation that will be required together with key roles and responsibilities. At each stage there will be communication with the Community through an agreed contact - Section 8.2

The Model provides commonality and consistencies in the way projects are selected, developed and monitored through its lifecycle. Applying a stage gate process will ensure there is an effective mechanism for clearly identifying risks and approvals by all parties with clear management through existing mechanisms.

4.2 INITIAL ASSESSMENT

The Community Commissioning Model provides for an initial assessment which is required before certain types of works are undertaken. This ensures that all appropriate information is collated and in place to confirm feasibility of the project prior to approval to proceed to application. The assessment will inform the scope of the project by ensuring that appropriate solutions are proposed to fulfil the need of the Community taking into account both a local and countywide perspective and not just a yes or no to original request.

This assessment will be chargeable to the Community as an assessment fee. The scope of works (Appendix B) indicates the type of works and services which will require an initial assessment.

Where a project requires an initial assessment fee to be applied, the Model will incorporate this at Stage 1 & 2 of the commissioning process and the value will be calculated based on the requirements of the project.

4.3 ACCEPTANCE & APPROVALS

The value and scope of works being proposed through the Model allows the Provider to make formal approvals without requiring additional consent from the Council due to the delegated authority that the Provider already has through the terms and conditions of the Public realm services contract.

Any application received for work which is deemed to be outside the Core Services of the Public Realm Services contract, will not be accepted or approved by the Provider but will be

referred to the Council for consideration.

There may be circumstances where the Community request is in scope but does not meet policy, comply with best practice, or is not considered as an appropriate solution to the issue and thereby the Provider do not recommend the proposed request. In these cases the Provider will endeavour to manage Community expectations and provide alternative options for consideration to the Community. However if the Community wishes to appeal this decision the Provider will issue a briefing note and summary evidence to the appropriate Council Service Manager for consideration and approval in accordance with the Council's governance and decision making process.

4.4 CHANGE MANAGEMENT

Where changes are identified during the project these will be subject to the existing contract change control mechanisms with Early Warnings and Compensation Events raised where appropriate. The Community will be notified and invited to join discussions if appropriate, to understand risk and agree any mitigating actions.

4.5 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

For works that have been commissioned through the Model under the terms of the Public Realm contract, the agreed roles and responsibilities for Construction (Design and Management) Regulations 2015 will apply. The Provider will act as Principal Designer and where commissioned by the Community to deliver the work will also take on role of Contractor.

Under the regulations the originator of any request for works takes on the duties of the client and where there is more than one client in relation to a project they may agree in writing to be treated for the purposes of the regulation as the only client. In the case of the Community Commissioning Model it is agreed and assumed that Herefordshire Council takes on the duties of the client unless the Community requests otherwise. This duty will met through mechanisms as established through the Public Realm Services Contract.

Should the Community wish to take on the role of the client they would have to meet a number of requirements. Appendix C provides details of how their duties could be met with the support from Herefordshire Council and the Provider.

5 BUDGETS AND PAYMENT

5.1 BUDGET

The budget that the Community provides for each stage of the project will be on a lump sum basis where the Community is made aware of the details of the sum required and the level of risk agreed and accepted. For any non-standard or significant projects the Council and the Provider may wish to consider alternative payment mechanisms. Pricing mechanisms will be reviewed after 6-12 month period to ensure the most appropriate method is being used and delivering value for money.

The Council will hold the risk for projects that are delivered over or under the agreed budget and therefore the Council will fund any additional costs required for a project or retain any costs saved for the delivery of a project, these savings will then be reinvested with the service. However, any changes to budget as a result of significant unforeseen events may result in a need to revise the budget, all such changes will be agreed with the Community.

If the Community wishes to commission direct with their own supplier or provider for the delivery stage of the project a price will be provided by the Council's Provider as the delegated highways authority to cover inspection/supervision of delivery.

5.2 PAYMENT TERMS AND ADMINISTRATION

The budget will be provided in advance; this also applies to the Initial assessment fee, design fee (where applicable) and works fee as separate payments. The Community will make payment to Herefordshire Council before any works will commence. Notification to proceed will then be made to the Provider through existing contractual mechanisms. Herefordshire Council will hold the Communities budget until the works are completed. Existing payment mechanisms between Herefordshire Council and its Provider will continue as per the Public Realm Services Contract with payment being released on completion of the project.

The Provider will provide the Community with a project pack which will include the scope, objectives, deliverables and programme.

The issuing of service level agreements and licenses for the work or other forms of legal agreement are covered in Section 6.3

5.3 STAGED PAYMENT MECHANISMS

Under normal circumstances, the Model states budget in advance; whereby the initial assessment fee as one payment, total price for design (if required) as another and finally the price for work fee or inspection as final budget.

Some services, for example Traffic Regulation Orders and Public Right of Way Orders, can be accepted as staged budgets. The payment will continue to be in advance of the anticipated staged work and will be agreed as a milestone, value or percentage.

Cyclical operations, for example grass cutting, could be carried out under staged payments on an agreed term e.g. quarterly/annually.

5.4 CERTIFICATE OF COMPLETION AND FINANCIAL REPORTING

As works will be carried out by the Provider on behalf of the Council via the Public Realm Services Contract, it is proposed that the formal completion of works and financial reporting for any service order issued via this Model would follow the existing procedures set out in the Public Realm Services Contract subject to confirmation with Herefordshire Council. A copy of the final account certificate will also be provided to the Community as a notification of completion of work.

6 RISK AND LIABILITIES

6.1 RISK

As all works delivered through the Community Commissioning Model are managed and commissioned by Herefordshire Council on behalf of the Community to the provider through the existing Public Realm Services Contract, additional risks would be minimal to those over and above those which both parties currently hold under the terms and conditions of the contract.

Providing the Community works falls within the defined list of Core Services within the Public Realm Services Contract, any risk will be managed in the same way as any other service order between Herefordshire Council and its Provider using the established systems which includes a mechanism for escalation.

For individual projects, risk will be considered at each stage of the Model with any clear risks clearly identified, documented and discussed with the Community where relevant together with mitigation and risk ownership.

Additional key risks for maintenance liability are discussed in Appendix D

6.2 DESIGN LIABILITY

All work being commissioned through the Public Realm contract would require a design to be approved and accepted by the Provider on behalf of Herefordshire Council under the existing auditing and approval procedures set out in the contract.

As design will be undertaken internally by the Provider then the design liability will remain with the Provider of the works through the Public Realm Contract.

6.3 MAINTENANCE LIABILITY

The conditions of maintenance liability are on the basis of whether the scope of works can be licensable and the decision is taken and agreement established between the Community and the Council to do so. There are two variables:

- A. If the 'built asset' cannot be licensed for example a single yellow line waiting restriction, then the maintenance liability will remain with Herefordshire Council as highway authority and the Provider of the Public Realm Services Contract and the asset will be adopted by Herefordshire Council.
- B. If the 'built asset' can be licensed for example, a village gateway, then the maintenance liability will normally be transferred to the Community and the asset will be listed as being under the ownership of the Community.

The initial assessment (Section 4.2) will identify whether the works are licensable to ensure the Community are notified of this at the early stages and agreement reached as part of the initial stages of this model. The benefits and risks associated with maintenance liability remaining with Herefordshire Council or being transferred to the Community are summarised below in Appendix D

Due to the type and value of the work being commissioned and the additional upfront payment and administration required, provision has not been made for commuted sums under this Model at this stage but this would be subject to review dependent on individual project circumstances.

7 THE COMMISSIONING MODEL

7.1 APPLICATION & PLANNING

The following outlines the key stages of the Model with Lifecycle in Appendix A detailing the full Community Commissioning Model, process, key documents, roles and responsibilities.

Stage 1 - Request

- The initial request for any proposed commissioned works will be submitted to the Provider (through the nominated contact) by the Community. To ensure that the objectives and understanding of the work required is accurately conveyed, it is a requirement that there is discussion with the Locality Steward for the area in advance of this request being submitted.
- On receipt of the request the Provider will review the application for approval of the works through its internal approval process and undertake an initial desk top assessment on suitability and feasibility. The Provider will indicate to the Community that it provisionally accepts the request.

If assessment required

- The Provider and Community to agree assessment scope.

Stage Gate 1:

- The Provider formally accept the request and notifies Community, where possible providing an initial scope of the works including deliverables and estimated programme dates and indicative price.

Stage 2 - Feasibility

If assessment required

- The Provider will provide details of any assessments required and costs to Community. This could include for example site visit, traffic surveys, desk top research etc. Community confirms acceptance.
- The Council's Contract officer is notified of need for assessment and will raise an invoice for the assessment fee to the Community for payment in advance. When payment received, compensation event raised against Service Order and issued to the Provider to proceed with assessment.
- Assessment is undertaken and results interpreted and analysed with any agreed changes identified.
- Community notified of outcome of assessment with an initial scope of the works including deliverables and estimated programme dates and indicative costs.

Stage Gate 2

- Following outcome of assessment the Provider notify Community of the approval to proceed with formal application

Stage 3 - Planning

- Where required price for design work provided to Community
- The Council's contract officer is notified of need for design fee and will raise an invoice for the design fee to the Community for payment in advance. When payment received Service Order compensation event raised and issued to the Provider to proceed with design.
- The Provider will then work up full design for project (including scope and fee). Resources identified for delivery. There is option for the Community to identify and commission directly their own delivery for the project subject to approvals from the Provider.

Stage gate 3

- The Provider will review all project details and through internal project controls and approvals determine if accept project for delivery.

7.2 APPROVAL & DELIVERY

Stage 4 - Approvals

- Final agreement of brief may require additional meetings between the Provider and the Community. The Community should review the scope of works and if any element contained within the brief is unclear, this should be raised with the Provider through the nominated contact.
- Community agrees to scope and price.
- The Council's contract officer notified of works fee and will raise an invoice for the works to the Community for payment in advance. When payment received Service Order compensation event raised and issued to the Provider to proceed with works.

Stage Gate 4

- Payment made to Herefordshire Council by Community and instruction received from Herefordshire Council to proceed with project

Stage 5 - Mobilisation

- Once the instruction has been issued to the Provider, works will be mobilised following existing processes with final details confirmed to the Community
- Any appropriate licenses and maintenance agreed issued and signed by the Community.

Works not delivered by the Provider

- If delivered direct by the Community's own provider details of who and when will be provided to the Provider. Permissions sought from and given through the Provider

Stage Gate 5

- Delivery agreed with Community

Stage 6 - Delivery

- Notification of start date with Community, regular updates if required, notifying of any unexpected changes on site and agreeing any budget changes

Works not delivered by the Provider

- Community to notify of works start date. Supervision and inspection of works required.

Stage Gate 6

- Notification of project completion.

7.3 COMPLETION AND HANDOVER**Stage 7 - Completion**

- Confirmation that project has been completed and sign off by Community
- Payment applied for by the Provider to Herefordshire Council through normal payment process.
- Collation of records, lesson learned, auditing if required and feedback from and to Community.
- Issuing of final accounting certificate

Works not delivered by the Provider

- Inspection of works by the Provider

Stage Gate 7

- Project agreed as completed

Stage 8 - Handover

- Any new asset, logged on asset register with acceptance from the Council

Transfer of maintenance liability

- Agreed date of transfer of asset to Community

Stage Gate 8

- Asset acceptance

8 COMMUNICATION AND ENGAGEMENT

8.1 COMMUNICATION

The Model provides opportunity to empower and enable communities to take action to improve and enhance their local area. There is a reputational risk by those who might see it as simply passing over responsibility but given the financial pressures facing the Council, the Model in line with the Council's asset management strategy ensures options are available to proactive communities. The risk can be best minimised by effective communications that set out the context and rationale behind the introduction of the Model.

The Model has and will continue to be referenced at parish and member briefings but a more formal and ongoing communications plan will be in place to ensure all parishes and communities are aware of the Model with guidance on how to access and implement. This will include a workshop, briefing notes, and updates in existing communication channels. Once the Model is fully established and first projects delivered, it is intended to share case study examples. This communication plan will be reviewed and changed taking into account any lessons learnt and feedback from the delivery of the Model in the first and subsequent years.

8.2 ENGAGEMENT & LIAISON

The success of the Model will be dependent on the level of liaison and engagement with Communities at all stages. Initial discussions on any proposed scheme will take place through the established relationship of the locality steward who will draw on any expertise required from the wider business.

Once a project moves to application, coordination of the project by the Provider will be managed through a nominated contact. They will act as the communication channel to the Community providing regular updates as appropriate. In addition they will ensure that the process is coordinated internally and follows the correct internal governance.

8.3 TOOLKITS

Toolkits will be designed and regularly updated for interested Communities and will provide an overview of the Model, types of works that can be delivered, the process, expectations from them and any necessary forms.

These will follow the same format as the Traffic Regulation Orders Application Toolkit and the Speed Indicator Device toolkit launched early 2017 .



Example contents

- Introduction – why and when Model can be used
- When useful – i.e. the benefits particularly for a parish
- How Model works - overview
- Summary page of types of work – outlines what, implications, indicative c
- Application process
- Assessment and Fee
- Forms

9 SUMMARY

9.1 SUMMARY

The Community Commissioning Model provides Communities with a mechanism to improve outcomes for their areas by enabling them to commission works, projects or services to enhance their local areas. The Model is intended for projects, services and works, commissioned by Communities, primarily parish councils, using their own self-generated funds empowering them to complete works for which delivery through the Public Realm Services contract cannot be made or will be delayed due to budget constraints.

The scope of works that could be commissioned through the Model aligns with the Core Services that are identified through the Annual Plan delivered by the Provider through the existing Public Realm Services Contract with Herefordshire Council.

The Model uses existing contractual mechanisms for pricing, delivery and change management and aligns to Herefordshire Council and its Provider internal governance arrangements and approvals for managing projects.

Commissioning the work through Herefordshire Council using the Public Realm contract allows the responsibilities for risk to be clearly managed and maintenance liability appropriately allocated depending on whether the asset is licensable.

The Model will be closely monitored by Herefordshire Council and its Provider to ensure it operates efficiently and prevents any adverse impacts to any party with any lessons learnt and feedback documented accordingly to improve the Model.

9.2 BENEFITS

- ✓ Empowers Communities in fulfilling the needs of their local areas – strengthening the localism agenda with controls in place.
- ✓ Means of achieving accelerated delivery of existing identified schemes – those on ‘waiting list’ have an opportunity to deliver in advance of what would be expected.
- ✓ Allows for additional improvements to the public realm over and above what can be currently funded from existing budgets.
- ✓ Provides alternative means of funding of services to ease pressures resulting from budget reductions.

Performance will be monitored through a set of measures including number of projects, increased budget spend on network, asset improvement and will include capture of feedback and lessons learned.

SCOPE OF WORKS – EXAMPLE

The table below provides examples and an indication of works or services that could be commissioned through the Community Commissioning Model. Scope is aligned to the services outlined within Public Realm Services Contract and will be reviewed and defined each year through the Annual Plan process.



Menu of Works -
Example

There are a number of issues within the Public Realm (Highways, Public Rights of Way and Open spaces) which can be resolved by one or more solutions. These solutions may be as simple as seeking advice, through to installing more complicated and interconnected infrastructure.

Whilst there are a number of defined service areas Communities will be encouraged to consider the issues they have, what is currently in place, why there's a problem and the most effective ways of dealing with them, sometimes using a range of the services listed.

As an example, village gateways are becoming an increasingly popular method of trying to reduce speeds through a settlement. However, the most effective way to raise driver awareness may be the combination of a number of engineering and non-engineering solutions and to look at a whole village approach rather than just isolated locations. Installing a white picket fence on its own may be pleasing aesthetically, but have little effect on driver behaviour. If the fence was backed up by roundels painted on the road, removal of center lines, relocation of village signs and reinforced with the installation of a Speed Indicator Devices, it is more likely there will be an impact on driver behaviour.

The services set out therefore should be regarded as a series of measures which can address a problem or a set of related problems rather than using one item to provide a quick fix solution. As part of the assessment process, which is a compulsory element to many of the services listed, the provider will not only look at the whole issue but will also consider the local and county wide perspective.

Works Category	Service	Subject to assessment	Single or Multiform	Maintenance agreement required	Staged payments	Notes
Traffic Regulation Orders	Waiting restrictions	Y	M	N		Toolkit available
	Stopping restrictions	Y	M	N		Toolkit available
	Loading restrictions	Y	M	N		Toolkit available
	Clearways Pedestrian	Y	M	N		Toolkit available
	Pedestrian zones	Y	M	N		Toolkit available
	Controlled/Restricted parking zones	Y	M	N		Toolkit available
	Resident's parking schemes/zones	Y	M	N		Toolkit available
	Designated parking bays	Y	M	N		Toolkit available
	Speed limits	Y	M	N		Toolkit available
	Weight /size limits	Y	M	N		Toolkit available
	Compulsory traffic movements	Y	M	N		Toolkit available
	Moving traffic prohibitions	Y	M	N		Toolkit available
TRO revocation	Y	M	N		Toolkit available	
Traffic Engineering Schemes	Road Markings	Y	M	N		
	Traffic Signs	Y	M	N		
	Coloured surfacing	Y	M	N		
	Carriageway roundels	Y	M	N		
	Traffic Calming Measures - Speed Cushions	Y	M	N		
	Traffic Calming Measures - Raised tables	Y	M	N		
	Traffic Calming Measures - refuge islands	Y	M	N		
	Bollards	Y	M	N		
	Traffic Surveys / data collection	N	S	N		
	Speed Indicator devices - deployment	N	S	Y		Toolkit available
	Speed Indicator devices - base installation	Y	M	N		Toolkit available
	Vehicle activated signs	Y	M	N		
	Village Gateways	Y	M	Y		
Crossing islands	Y	M	N			
Other Highways Works	Highway drainage - maintenance	Y	M	Y		
	Landscaping	Y	M	Y		
	Street furniture	Y	M	Y		
	Street lighting	Y	M	Y		
	Bus shelters	Y	M	Y		
	Traffic Lights	Y	M	N		
	Surfacing works	Y	M	N		
	Verge maintenance	Y	M	Y		
	Drainage systems - construction of new	Y	M	N		
	gully emptying	N	M	N		
	Dropped Kerbs	Y	M	N		
	Traffic Mirrors	Y	M	N		
	Sign Cleaning	N	S	Y		
	survey work	N	M	N		
	Temporary TROs (road closure orders, etc)	N	S	N		Application pack available
	Temporary TROs (road closure notices)	N	S	N		Application pack available
	Temporary Traffic Signals	N	S	N		Application pack available
NRSA Notices	N	S	N		Application pack available	
Public Rights of Way	PROW Public Path Orders	Y	M	Y		Application pack available
	PROW S31(6) deposits	N	S	Y		Application pack available
	PROW Definitive Map Searches	N	S	N		
	PROW Planning Advice	N	S	N		
	Highways Stopping Up Orders	N	M	N		
Non Highways work / Purchases	Grit bins - supply of bin	N	S	Y		
	Grit bins - supply of salt	N	S	Y		
	Grass cutting	N	S	Y		
	bin emptying	N	S	Y		
	Sandbags	N	S	N		
	Rubbish bins	N	S	Y		
	PROW materials	N	S	N		
	Lengthsman materials	N	S	N		
Licensing	Scaffold on highway	N	S	Y		Application pack available
	Skip on highway	N	S	Y		Application pack available
	s50 Private Streetworks Licence	N	S	Y		Application pack available
	Dropped Kerbs	Y	M	N		Application pack available

CDM CLIENT DUTIES

1 - **Clients** are organisations or individuals for whom a construction project is carried out.

2 - Who is the Client - Regulation 4 (8) confirms where there is more than one client in relation to a project—
 (a) one or more of the clients may agree in writing to be treated for the purposes of these Regulations as the only client or clients

If there is still doubt about who the client or clients are, all the possible clients should agree that one or more of them is treated as the client for the purposes of CDM 2015. It is assumed that Herefordshire Council will take on the role of client unless the Community expresses a wish to do so.

Clients are required to -	How this will be discharged
1 - Make suitable arrangements for managing a project.	
This includes making sure other duty holders are appointed;	Appointments have been made on the F 10 and will remain in force for all works
have sufficient time and	Project scope will confirm that there is sufficient time.
resources are allocated.	Project scope will confirm the resources required.
2 - Make sure:	
a) relevant information is prepared and provided to other duty holders;	Any required information will be requested by the provider at the earliest opportunity
b) pre-construction information is provided as soon as is practicable to every designer and contractor appointed, or being considered for appointment, to the project.	The Provider will ensure all those who need the information will receive it
c) the principal designer and principal contractor carry out their duties;	The Provider undertake regular audits to ensure all staff undertake their duties in line with company standards
d) welfare facilities are provided.(see Schedule 2 of the regulations)	A suitable plan will be drawn up for all works that will confirm the requirement for welfare facilities.
e) before the construction phase begins, a construction phase plan is drawn up by the contractor	A suitable plan will be drawn up for all works.
f) that the construction work can be carried out, so far as is reasonably practicable, without risks to the health or safety of any person affected by the project;	A suitable plan will be drawn up for all works linking to appropriate Risk Assessments.
g) that these arrangements are maintained and reviewed throughout the project.	The Provider undertakes regular audits to ensure all staff undertake their duties in line with company standards
h) the principal designer prepares a health and safety file for the project,	The Provider will provide the file as required
i) the principal designer complies with any other principal designer duties in regulations 11 and 12;	The Provider undertakes regular audits to ensure all staff undertake their duties in line with company standards
j) the principal contractor complies with any other principal contractor duties in regulations 12 to 14;	The Provider undertakes regular audits to ensure all staff undertake their duties in line with company standards

Appendix D

BENEFITS AND RISKS OF TRANSFERING MAINTENANCE LIABILITY

Maintenance liability to remain with HEREFORDSHIRE COUNCIL as highway authority and Provider of Public Realm Contract

Benefits

- All work commissioned through this Model is approved as works that benefit or enhance the network and is work that the Provider would be expected to carry out on HEREFORDSHIRE COUNCIL's behalf through the Public Realm contract, if the budget was in place to do so.
- Clear ownership and responsibility for asset; all new infrastructure is adopted by the highway authority and added to the existing asset inventory to be managed and maintained by the Provider on behalf of HEREFORDSHIRE COUNCIL as highway authority.
- Cost savings through the reduced need for additional administration fees and legal input in order to draft, sign and execute legal agreements or licenses in order to transfer liability to a Community.
- Greater control over the programme for future maintenance of the asset, reduction in additional administration and management of external maintenance providers.
- The Provider is in the best position to provide all future maintenance at the lowest cost to all parties. Public Liability Insurance, trained personnel, approval to work on the highway network and management of works on the highway network can be undertaken through the existing contract with minimal administration and approval procedures.
- The risk of a lack of budget for future maintenance liabilities can be reduced with the installation of new assets following the Provider's own Quality Management Systems procedures and using a standard list of products. This could be further reduced if higher quality products are agreed with the parish council and in certain circumstances, it could be perceived that work requested by third parties may actually provide a level of betterment in this regard.

Risks

- Lack of future budget for maintenance of new assets.
- Potential exponential growth in assets that was not forecasted during the Public Realm contract.

Maintenance liability transferred to Parish Council through a licensed agreement

Benefits

- Has the potential to support the drive for localism and gives parish council additional powers on how parishioners' money is spent.
- Provides additional income to the Public Realm Services Contract without being saddled with the additional cost of maintenance. Therefore reduce the risk of additional maintenance costs in future.
- Could potentially result in lower cost to Parish Council by not having to pay for a commuted sum for maintenance, however there is also a risk of higher costs (see below).

Risks

- Potential confusion over asset ownership across the network. Where is the asset information stored? Are parish councils willing to maintain a database of all assets under their ownership? Will this data be shared?
- Increased risk of the asset not being maintained to an acceptable standard if parish council budgets reduce.
- Potential for higher cost to Parish Councils to cover additional legal agreements, possible penalty clauses or deposited bond that may be used to remove the asset if they do not maintain it.
- Risk of higher costs to all parties due to additional administration to obtain legal agreements set up and monitor non-highway authority assets.
- Higher risk of reputational damage to both Parish Council and Herefordshire Council if maintenance is not carried out and deteriorating public perception of Herefordshire Council as the highway authority.