



National Highways Limited

NEC4 Professional Service Contract (June 2017 with amendments January 2019, October 2020 and January 2023)

SCOPE

in relation to a service for

Development of Ipswich Motorway Maintenance Compound

Version Dated 28 January 2025

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CLIENT'S SCOPE

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16	Proposed indicative Schedule of Works Package Arrangements

S 100 Purpose of the *service*

- S 100.1 The *Client* requires the development of a Depot Maintenance facility.
- S 100.2 The *Client's* overall objective is to engage a *Consultant* (or effectively the *Contractor* to deliver the construction stage of the project) to undertake the *services* outlined hereafter to produce a complete proposal and associated documents to enable a NEC4 Engineering and Construction Contract (NEC4 ECC) Option A to be awarded for the delivery the construction stage of the project, under a Direct Award arrangement under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area**.
- Details of the draft contract documents for the NEC4 ECC Option A contract are included in Scope Annex 14 Draft construction stage documents for a NEC4 ECC Option A Contract.
- S 100.3 The achievement of the above is to be undertaken through a two-stage procurement process, to be undertaken under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area**, the two stages being
- Preconstruction Stage One: A further completion process to deliver the Preconstruction Stage Two process, from which a *Consultant* will be appointed to undertake Preconstruction Stage Two,
 - Preconstruction Stage Two: which is to adopt an Open Book approach through a fully transparent and auditable process in undertaking the services prescribed hereafter.

S 101 Identified and Defined Terms

- S 101.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them in **Annex 01**.
- S 101.2 Words used in the singular include the plural and vice versa and a reference to a person include a reference to a firm, body corporate or unincorporated association.
- S 101.3 Any term importing the singular number includes the plural number and vice versa.

S 105 *Client's* objectives

- S 105.1 The purpose of this section is to communicate the *Client's* vision, values, outcomes and the key objectives of the contract, outlining the *Client's* expectations regarding how the *Consultant* supports delivery of these.

About us

- S 105.2 The *Client* is a road operator responsible for managing the busiest strategic road network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.
- S 105.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and is essential to the quality of life of the United Kingdom.
- S 105.4 The *Client's* role is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest, maintains the strategic road network on a day-to-day basis and provides effective stewardship of the strategic road network's long term operation and integrity.
- S 105.4(a) Whilst the *Client's* core business is operating and maintaining motorways and major roads, to do so the *Client* has a substantial estate of buildings and facilities which are required for these services to be delivered.
- S 105.4(b) The *Client's* estate is complex, spanning a huge variety of property types, from corporate offices to depots, outstations, and control centres.
- S 105.4(c) The *Client's* Estates Service Delivery division is responsible for all manner of property matters for this estate, ranging from acquiring sites and buildings for our occupation all the way through to the disposal of surplus land.

The *Client's* Vision

- S 105.5 The *Client's* vision, as set out in the *Client's* "Strategic Business Plan" (see link in **Annex 02**), is to revolutionise its roads and create a modern strategic road network across England over the next 25 years. It plays its part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

The *Client's* Imperatives

- S 105.6 The *Client's* vision comprises of three imperatives,
- **safety** – the safety of its employees, its service partners and its road users,
 - **customer service** – the customer service and experience that road users have and
 - **delivery** – the delivery of the governments' road building and maintenance programme which includes spending over £4 billion a year delivering its strategic road network and wider benefits to its road users, stakeholders and customers.
- S 105.7 The *Client's* imperatives set out how it acts to achieve this vision. The *Consultant* aligns with these imperatives and supports the *Client* in achieving its vision.

The *Client's* Values and Expectations

- S 105.8 The *Client's* values are
- **safety** – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our strategic road network”,
 - **integrity** – “we are custodians of the strategic road network, acting with integrity and pride in the long-term national interest”,
 - **ownership** – “we have a clear vision for the future of the strategic road network and find new ways to deliver by embracing difference and innovation, while challenging conventions”,
 - **teamwork** – “we have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners” and
 - **passion** – “building on our professionalism and expertise, we are always striving to improve, delivering a strategic road network that meets the needs of our customers.”
- S 105.09 The *Client's* values describe how it delivers its vision and imperatives, how to treat each other, and expect to be treated, how it wants to be seen as an organisation and how it does business.
- S 105.10 The *Consultant* has values that align to those of the *Client* and makes all decisions collaboratively to achieve the *Client's* outcomes below.

The *Client's* Outcomes

- S 105.11 The *Client's* “Delivery Plan” (see link in **Annex 02**) sets out the *Client* performs its main activities to improve the capacity and performance of its strategic road network.
- S 105.12 The *Consultant* plays a key role in helping and enabling the *Client* to achieve the outcomes of the “Delivery Plan” by delivering the outcomes of
- supporting economic growth,
 - a safe and serviceable strategic road network,
 - a freer flowing strategic road network,
 - an improved environment and
 - a more accessible and integrated strategic road network.
- S 105.13 This is achieved through
- planning to grow capacity,
 - growing capability,
 - building relationships,
 - efficient and effective delivery and
 - improving customer interface.

Contract Core Principles & Key Objectives

- S 105.14 The *Consultant* delivers to the *Client* a high-quality workplace for the *Client's* staff and its supply chain colleagues which aligns with the *Client's* focus on
- creating and maintaining a welcoming, inclusive and safe estate for all of our people and visitors,
 - delivering enhanced property solutions and value from our surplus land,
 - keeping our strategy aligned with our corporate aims and business needs,
 - delivering our corporate carbon net zero commitments,
 - maintaining accurate estates ownership data and ensuring suitable life cycle planning,
 - managing service contracts such as utilities, car hire, hotel bookings and external venue booking,
 - and taking into consideration the relevant factors and balances the environmental impact vs the operational needs for the *Client's* buildings in this project, along with the whole economic lifecycle to ensure best value for money.

Contracting for Carbon Policy

- S 105.15 The *Client* has established a Carbon in Contracts Policy, which is outlined in the Net Zero Highways 2030-2040-2050 Plan. This policy supports the integration of net zero into our construction and maintenance contracts and ensures that all construction related contracts, including design contracts, meet the construction related aims of the Net Zero Highways 2030-2040-2050 Plan.

Refer to Scope Reference Documents Annex 02 for details.

- S 105.16 The *Consultant* is required to commit to the key aims set out in the *Client's* Net Zero Plan.

- S 105.17 BREEAM (The Building Research Establishment Environmental Assessment Method)

The *Consultant* is required to comply and complete where prescribed within these documents the BREEAM (The Building Research Establishment Environmental Assessment Method) process in terms of sustainable construction standards as outlined in the *Clients* design and the intended BREEAM target. The target is to meet the principles of BREEAM rating of excellent although this for alignment purposes only and formal certification is not required.

S 106 Reference documents

- S 106.1 References to documents within this Scope can be found in **Annex 02**.

S 107 Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area

- S 107.1 The *Consultant* complies (where applicable to this contract) with the requirements of the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area**, against which this contract is to be procured. This

includes requirements for the Framework Alliance Contract which do not necessarily relate directly to the requirements of this contract.

S 107.2 The *Consultant* makes payment of any fee or sum deemed payable under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area.**

S 107.3 No requirement of the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** diminishes the requirements of this contract.

S 110 Background

S 110.1 It is proposed that the construction stage of the project is undertaken under two contracts, the scope of works for each contract is outlined as follows:

- 1) Construction Contract One; Early Works

[Construction Contract One; Early Works is to be undertaken prior to undertaking Construction Contract Two; Main Works.](#)

The Construction Contract One; Early Works scope of work is to include (but not limited to)

- Site Setup – Hoarding, temporary welfare and site office accommodation etc
- 500mm Site Strip
- Any early design works such as Eurodome and CMC piling, ground improvement works
- Crane/crane mat setup if required
- Any other early works suggested by the contractor to be agreed with client team

2) Construction Contract Two; Main Works

Construction Contract Two; Main Works is to be undertaken following the completion of Construction Contract One; Early Works.

The Construction Contract Two; Main Works scope of work is to include (but not limited to)

- construction of purpose-built office accommodation, including internal fit-out,
- construction of new garage/workshop,
- construction of salt barn facility,
- salt saturator equipment,
- fuel storage facility,
- material and equipment storage areas,
- vehicle washdown area and equipment,
- car, operational vehicle, and cycle parking,
- bin/refuse storage areas,
- hard and soft landscaping as required for the development, including (but not limited to) carparking, operational vehicle parking, cycle parking, walkways/paving/site roads, signage, fencing and external furniture, vehicle access gates,
- earthworks and groundworks to the site generally,
- rainwater harvesting installations,
- works and services to be undertaken by statutory authorities/ organisations/ bodies and utilities providers,
- works and services to be undertaken by *Client's* contractors, including (but not limited to)
 - ICT/Communication Installations/Digital Services Installations.
 - furniture, equipment and fittings,
- provision of underground services and drainage,

ancillary and external works as necessary for the project,

S 110.2 Construction Contract One; Early Works and Construction Contract Two; Main Works will be established during the pre-construction stage, under a single NEC4 Professional Services (PSC) contract as follows

- Construction Contract One; Early Works will be established through a pre-construction stage sectional completion arrangement under the NEC4 Professional Services (PSC) contract.
- Construction Contract Two will be established through the completion of the pre-construction stage under the NEC4 Professional Services (PSC) contract.

S 110.3 The overarching project requirement is for safe delivery, delivery on time, cost certainty, to the specified quality and provide product that meets the needs of the *Client's* stakeholders.

- S 110.4 Details of the design available at the time of preparing this document and/or an outline of the scope of work is included in Scope Annex 13.
- S 110.5 This Scope and associated documents have been prepared as part of a two-stage preconstruction process, for the management, design (where not by the *Client's* Project Team), construction and execution of a contract. The preconstruction process will involve (including consideration of the sectional completion arrangement under the NEC4 PSC contract)
- a) Preconstruction Stage One: A further completion process to deliver the Preconstruction Stage Two process under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area**, from which a *Consultant* will be appointed to undertake Preconstruction Stage Two, the process will include the following
- i) The *Client* will approach the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** suppliers (or *Consultant* for the purposes of the NEC4 PSC Contract, Option A (priced contract with activity schedule) to ascertain their interest via an expression of interest process,
- ii) A *Consultant* will be appointed following a further completion process to deliver the Preconstruction Stage Two process, the further competition process will include the provision of the following by the *Consultant*
- to provide a programme outlining the delivery of the pre-construction stage of the process,
 - the overall delivery programme for the pre-construction stage identifying the required timescale and methodology to be adopted in order to tender each agreed subcontract works package.
 - to provide an organogram and/or histogram outlining the resources necessary to deliver the preconstruction stage of the process,
 - provide a schedule outlining the information required to undertake the pre-construction stage, including dates that information will be required,
 - provide an Early Warning Register for the pre-construction stage of the process,
 - to provide a priced Activity Schedule for the delivery the pre-construction stage of the process,

- to provide all necessary information for the completion of the Form of Agreement and associated documents.
- iii) The Consultant will be appointed under the NEC4 Professional Service Contract (PSC) Option A (priced contract with activity schedule) contract, the documents are to include (but not limited to)
 - The Form of Agreement,
 - Scope,
 - Contract Data Part One for the NEC4 PSC Option A contract,
 - Short Schedule of Cost Components (SSoCC) for the NEC4 PSC Option A contract,
 - Activity Schedule
 - Contract Data Part Two for the NEC4 PSC Option A contract,
 - Early Warning Register
 - Subcontract Warranty Template
 - Preconstruction Programme
 - Any other documents/information deemed necessary by the *Client*

A draft of the above documents is included elsewhere within the Invitation for Tender documents.

- b) Preconstruction Stage Two: The Consultant will undertake the services outlined hereafter, to produce a *Consultant's* Statement / Proposal for both the sectional completion in respect of Construction Contract Part One and the remainder of the scope of works as per Construction Contract Part Two.

S 110.6 Further details are provided hereafter regarding the above.

S 200 Description of the service

Preamble; in respect of design liability for the preconstruction stage:

- In respect of the undertaking of design for the preconstruction process, it will be the *Client's* Project Team responsibility to produce design information to permit the following services to be undertaken, this will be in the format of:
 - Detailed design information to enable the preconstruction stage to be undertaken,
 - Outline design information for subcontract works packages, where the works package subcontractor will be required to undertake detailed design.
- The *Consultant* will be responsible to undertake the following design services:

- Detail design in connection with subcontract works packages where the *Client's* Project Team have provided outline design information, this will be in the form of performance specifications (and the like) and associated drawings and other details as may be necessary,
 - The design of temporary works.
- Details of the Construction Stage contract documentation is included within Scope Annex 14 Draft construction stage documents for a NEC4 ECC Option A Contract which should be cross-referenced.

S 205 Description of the service

- S 205.1 The following describes the services that are to be provided during the pre-construction stage period and should not be considered exhaustive. The scope of services includes an outline of all necessary work, activities, tasks, outputs and documents which are to be completed to enable a NEC4 Engineering and Construction Contract Option A (priced contract with activity schedule (NEC4 ECC Option A) to be awarded at the completion of the pre-construction process.
- S 205.2 The services are to be generally completed to complement the sectional completion arrangement for Construction Contract One; Early Works and the remainder of the scope of works as per Construction Contract Part Two.

General Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.3 The *Consultant* shall carry out all work, activities, tasks, outputs and provision of documents in a diligent and co-operative manner with the *Client*, the *Service Manager* and the *Client's* Project Team so as to develop an integrated design, supply and construction process for the Works in accordance with the requirements of this Scope.
- S 205.4 The *Consultant* will be required to co-operate fully with the *Client*, the *Service Manager* and the *Client's* Project Team in the performance of their services during the pre-construction stage as set out herein.
- S 205.5 The *Client* requires the *Consultant* to undertake an active and positive leading role as a member of the project team, who has the ability to adapt to events as they occur, and who will take responsibility for the efficient management, control and prompt completion of all the Works in a cost-effective manner.
- S 205.6 The *Consultant* is to be completely responsible for taking all steps to understand the exact nature and scope of the project work to be undertaken.

- S 205.7 The *Consultant* will be deemed to have visited the site and satisfied themselves as to local conditions, accessibility of the site, availability of storage space and the full extent and character of the project works to be undertaken.
- S 205.8 The *Consultant* should be mindful that no comment on, consent to or approval, or lack of the same, by the *Service Manager* and the *Client's* Project Team on any part of the *Consultant's* submissions shall diminish in any way or to any degree any duty, obligation, liability or otherwise of the *Consultant* under these requirements.
- S 205.9 The *Consultant* is to review the *Client's* project brief, objectives and requirements in conjunction with the *Client*, the *Service Manager* and the *Client's* Project Team and produce a responsibility matrix outlining which entity and/or organisation is to complete work, activities, tasks, outputs and provision of documents to deliver and complete the pre-construction services. This is to include (but not limited to)
- a) Scope of Work review,
 - b) Design and technical proposals review,
 - c) Overall project programme review, for both pre-construction stage and construction delivery stage,
 - d) Health and Safety and Construction (Design and Management) Regulations 2015 (CDM 2015) requirements review,
 - e) Cost Plan review (when requested to do so by the *Client's* cost consultant),
 - f) Risk review,
 - g) Review of any other issues that are deemed necessary by the *Client* and/or the *Client's* project team.
- S 205.10 The following activities will be undertaken in collaboration between the *Consultant* and the *Client*, *Service Manager* and the *Client's* Project Team when assessing the *Client's* project brief
- a) Review and update feasibility, providing advice and challenge on the initial design solutions and cost allowances against historical cost data including input into whole life costs,
 - b) Attend initial key design team and project meetings,
 - c) Attend and contribute to initial value engineering and risk management meeting/workshops and subsequent cost exercises,
 - d) Attend early meetings with any Statutory Bodies, stakeholders or other organisations/bodies (where necessary/applicable) that influence project delivery,

- e) Identify and highlight project opportunities,
- f) Provide initial proposals for a procurement strategy, including
 - i) Consider any requirement for any early subcontract works package engagement.
 - ii) Consider subcontract works package arrangements generally.
 - iii) Identify opportunities for employment of Small Medium Enterprises (SME's).
- g) Identify opportunities for Social Value, including apprenticeships and liaison with communities and the like, that can be adopted for the project,
- h) Identify opportunities for efficiencies (cost and time benefits and the like), that can be adopted for the project,
- i) Undertake an initial high level programme review, including identifying programme opportunities,
- j) Produce initial Early Warning Register identifying key risks.

The aforementioned list of activities is not exhaustive and may be added to and/or developed depending on specific project requirements/scope of work.

S 205.11 In carrying out its pre-construction services and its other obligations during the pre-construction stage the *Consultant* is to take into account the *Client* budget/cost plan for the project and the relevant project programmes and timescales in its advice and recommendations to the *Client*, *Service Manager* and the *Client's* Project Team. The *Client* will use all reasonable endeavours to procure that the *Client's* Project Team duly considers the *Consultant's* advice and recommendations in the design development for the project, including the adoption of the results of value engineering exercises where such results are approved by the *Service Manager* after consideration by the *Client*.

S 205.12 The *Consultant* shall report to the *Service Manager* on any element of the project (including any items of plant or equipment or fabrication of components), which if ordered or procured before commencement of the construction delivery stage would either reduce the cost of procurement at a later time, or achieve a cost saving to the *Client*, or avoid or minimise the risk of a delay to the progress of the Works. The *Consultant* report is to include

- a) contain details of the element of the work elements affected,
- b) identify the design element or detail by reference to a drawing issue and/or value engineering report,
- c) the cost to the *Client* of instructing the early procurement,

- d) any cancellation charges which would be payable if the order had to be cancelled,
 - e) the amount of the anticipated cost saving (if any),
 - f) the extent of the delay avoided (if any) and,
 - g) when the early procurement cost is likely to be incurred.
- S 205.13 Any such early procurement shall be instructed as deemed necessary by the *Service Manager*.
- S 205.14 Although price is a factor in the pre-construction stage delivery criteria, *Consultant* should note that the *Client* requires that the *Consultant* collaborates with the *Service Manager* and the *Client's* Project Team to minimise risk and achieve best value on the project and to proactively manage and present pricing in an open book manner.
- S 205.15 Following the completion of the pre-construction stage delivery, the *Client* intends should the necessary actions/activities are completed by the *Consultant* for the pre-construction stage in the appropriate manner acceptable to the *Client*, the *Client* intends to enter into a NEC4 ECC Option A contract with the *Consultant* (or the Contractor under the NEC4 ECC Option A contract).
- S 205.16 Throughout the pre-construction stage process the *Consultant* will work with the *Service Manager* and the *Client's* Project Team to facilitate the procurement of the project works on a subcontract works package by works package basis, with the ultimate objective of agreeing a total of the prices with 100% of the value of the works competitively tendered.
- S 205.17 At the completion of the pre-construction stage process the *Consultant* will provide a proposal that includes for the information outlined hereafter within the contents for the *Consultant's* Statement / Proposal.

Pre-construction Stage Activity Schedule

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.18 The Activity Schedule issued with the tender documents and the priced version to be referenced within the Form of Agreement was produced for the tender process and may not be entirely appropriate for assessing payments etc... Therefore to arrive at a Activity Schedule that is appropriate to assess payments, within two weeks of contract-award, as per clause 55 of the NEC4 PSC contract, specifically 55.3 bullet point two, "the *Consultant*, corrects the Activity Schedule so that the

activities on the Activity Schedule relate to the Scope” and “the *Consultant* submits a revision of the Activity Schedule to the Service Manager for acceptance”.

Project Management Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.19 The *Consultant* is to issue to the *Service Manager* a written report at weekly intervals or as the *Service Manager* determines is necessary depending on the circumstances of the progress of the process, providing an up-to-date account of progress on pre-construction stage delivery, outstanding issues and any information required.
- S 205.20 The *Consultant* is to regularly review progress during the pre-construction stage delivery with the *Service Manager* and identify to the *Service Manager* any factor or factors which are delaying progress.
- S 205.21 The *Consultant* in conjunction with the *Service Manager* and the *Client's* Project Team, attending meetings with the *Client*, to review and liaise on all activities pertaining to pre-construction stage delivery.
- S 205.22 The *Consultant* in conjunction with the *Service Manager* and the *Client's* Project Team is to liaise with third parties, including (but not limited to) public authorities/bodies, utility providers, fire officers and the like. This shall include any contractor to be employed by the Client who is to undertake works during the delivery of the construction works.
- S 205.23 The *Consultant* is to attend project meetings and/or workshops as requested by the *Service Manager*, call and chair further meetings as necessary to fulfil pre-construction stage delivery obligations.
- S 205.24 The *Service Manager* and the *Consultant* shall give each other early warning by notifying the other, as soon as either party become aware of any matter which could delay the progress of the pre-construction stage delivery. In the event progress of the pre-construction stage delivery is delayed or is likely to be delayed, all parties shall take all reasonable steps to overcome any such delay.

Design Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion

- arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.
- S 205.25 The *Consultant* will be required to review all surveys, design information, drawings and specifications in conjunction with the *Service Manager* and the *Client's* Project Team.
- S 205.26 The *Consultant* will be required to actively participate in the design development process attending such meetings as are necessary with the *Service Manager* and the *Client's* Project Team.
- S 205.27 The *Consultant* will be required to, if identified, notify the *Service Manager* and the *Client's* Project Team of any discrepancies or divergences between the specifications and drawings issued by *Client's* Project Team.
- S 205.28 The *Consultant* will be required to advise upon the suitability of materials or proposed alternative materials and with regard to their feasibility within the construction, off site fabrication requirements and installation.
- S 205.29 The *Consultant* will be required to advise the *Service Manager* and the *Client's* Project Team on the practical implications of the proposed drawings and specifications; formulating and agreeing construction methods with the *Service Manager* and the *Client's* Project Team and advise on buildability. Such advice is to be communicated to the *Service Manager* and the *Client's* Project Team and will be an ongoing responsibility throughout the pre-construction stage.
- S 205.30 Where the design for elements of work is to be by the *Client's* Project Team: Throughout the pre-construction stage, the *Consultant* is to provide advice on buildability issues as they arise and use reasonable endeavours to co-operate with or assist the *Service Manager* and the *Client's* Project Team in the design development and the production of the drawings and specification for elements of work, including the selection and specification of the kinds and standards of the goods, materials, plant and equipment to be incorporated into the project and the standards of workmanship to be used in the construction of the project and shall co-ordinate the assembly of packages of production information for use in the subcontract works package tender process and collate and provide the results of tenders to the *Service Manager* and the *Client's* Project Team on an Open Book Basis.
- S 205.31 Where the design for elements of work is to be by the *Consultant* and/or their proposed subcontractors: Throughout the pre-construction stage in carrying out design the *Consultant* and/or their proposed subcontractors shall produce or procure the production of drawings and specifications in respect of such elements of work, including the selection and specification of the kinds and standards of the goods, materials, plant and equipment to be incorporated into the project and the standards of workmanship to be used in the construction of the project and the assembly of packages of production information for use in the subcontract works

package tender process and collate and provide the results of tenders to the *Service Manager* and the *Client's* Project Team on an Open Book Basis.

- S 205.32 Where the design for elements of work is to be by the *Consultant* and/or their proposed subcontractors: In so far as the approvals have not been obtained the *Service Manager* and the *Client's* Project Team the *Consultant* is responsible for obtaining Building Regulations approval and all costs associated therewith. The *Consultant* is to provide periodic evidence that he is working toward the achievement of all Building Regulations as and when requested by the *Service Manager*. Such evidence is to be provided within 7 days of the request.
- S 205.33 The *Consultant* will be required to undertake liaison with local authorities, building control, statutory bodies and the like, that may be required during the pre-construction and construction delivery stages, including accounting for any necessary requirements within the design of the works, programming of the project, procurement of the project and pricing of the project.
- The *Consultant* is responsible for appointing an approved Building Inspector and paying all associated fees.
- S 205.34 The *Consultant* will be required to undertake the completion of surveys and investigations as required by the *Service Manager*.
- S 205.35 Where the *Consultant* has design responsibility, the *Consultant* (including any sub-consultant or specialist designer appointed by the *Consultant*) must provide and demonstrate evidence that the necessary professional indemnity insurance is in place during the pre-construction stage.
- S 205.36 The *Client* and the *Consultant* shall each use reasonable endeavours to procure that the design development is carried out and completed during the pre-construction stage in accordance with the project programme.
- S 205.37 The *Consultant* will in conjunction with the *Service Manager* and the *Client's* Project Team produce a design responsibility matrix.
- S 205.38 Where applicable prices for design services resources can be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant*, the *Consultant* is to utilise the prices (including any adjustment of prices in respect of being reduced by further competition or as a result of a negotiated reduction in a single source procurement or other process) following agreement with the *Service Manager*.
- S 205.39 Where applicable prices for design services resources cannot be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant*, the *Consultant* is to obtain competitive tenders and/or procure quotations and/or

provide costs on an Open Book Basis and shall as and when required by the *Service Manager* promptly provide access to and copies of any and all such information to the *Service Manager* and the *Client's* Project Team.

- S 205.40 The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare a collated summary of financial and technical appraisal of design services for inclusion in the *Consultant's* Statement / Proposal (refer for details hereafter) in respect of the total of the prices for the NEC4 ECC Option A Contract. Such appraisal should set out a firm total price for all design services.
- S 205.41 Design Responsibility Generally
- S 205.41.1 Generally, refer to "Design Responsibility Matrix" included within Scope Annex 13 herewith for details of design responsibility. In addition, any requirements for design responsibility specified elsewhere within the Scope.
- S 205.41.2 Summary of design liability (to be read in conjunction with other requirements herewith)
- In respect of the undertaking of design for the preconstruction stage and construction stage process, it will be the *Client's* Project Team responsibility to produce design information to permit the following services to be undertaken, this will be in the format of:
 - Detailed design information to enable the preconstruction stage to be undertaken,
 - Outline design information for subcontract works packages, where the works package subconsultant will be required to undertake detailed design.
 - The *Consultant* will be responsible to undertake the following design services:
 - Detail design in connection with subcontract works packages where the *Client's* Project Team have provided outline design information, this will be in the form of performance specifications (or the like) and associated drawings and other details as may be necessary,
 - The design of temporary works.
- S 205.41.3 All design and construction of the works must comply with all Planning and Public Authority requirements, all relevant standards of good practice, British Standard Codes of Practice, BBA Certificates, all other Statutory Instruments and Manufacturers recommendations. All work is to be carried out by competent persons/tradesmen using materials fit for purpose.
- S 205.41.4 The *Consultant* complies and/or provide the following in undertaking design and construction, list not exhaustive but shall include (where applicable)
- a) Discharge of any conditions in respect of Town and Country Planning and Associated Acts / Local Authority Planning Controls
 - b) Office, Shops and Railway Premises Act.

- c) Health and Safety at Work Act.
- d) The Construction (Design and Management) Regulations 2015.
- e) Buildings Regulations (latest version at time of the date of the contract documents issue by the *Client*).
- f) The current appropriate British Standard Specifications and Codes of Practice relating to the materials and installation methods relevant to the works described hereafter.
- g) Building Safety Act 2022 standards.
- h) Industry manufacturing quality guides and standards.
- i) The Electricity at Work Regulations.
- j) Workplace (Health, Safety and Welfare) Regulations.
- k) The Factories Acts.
- l) Technical publications issued by the Chartered Institution of Building Services Engineers, and by the Building Services Research and Information Association.
- m) Water supply byelaws / Water Supply (Water Fittings) Regulations 1999.
- n) The Gas Safety (Installations and Use) Regulations.
- o) IEE Wiring Regulations, latest Edition.
- p) BS5950-2:2001 BS EN 1090-2:2008 Structural use of steelwork in building.
- q) BS952-1:1995 Glass for glazing.
- r) BS4800 External Paint Colours.
- s) BS6262-1:2005 Code of Practice for Glazing for Buildings.
- t) BS6375-1:2009 Performance of Windows (Weather tightness).
- u) BSEN12600:2002 Methods of Testing Windows.
- v) BSEN12600:2002 Impact Performance Requirements for flat safety glass in buildings.
- w) BSEN10326:2004 Specification – Hot dip zinc coated structural steel.
- x) BSEN1991-1-7:2006 Code of Practice for dead and imposed loads and imposed roof loads.

- y) BSEN1991-1-4:2005 Wind Loads.
- z) BSEN 649:1997 Specification for unbacked flexible PVC flooring.
- aa) BSEN12897:2006 Specification for unvented hot water storage units.
- ab) *Consultants* Design Proposals should meet the requirements, in addition to the regulatory requirements set out above, the design proposals make allowance in meeting the climate change challenge ensuring that buildings and neighbourhoods are well-designed.
- ac) Design proposals should reflect the principles of well-designed places and the detailed guidance described in the National Design Guide and National Model Design Code.
- ad) Proposals should meet the Nationally Described Space Standards.
 - Beyond meeting the requirements of the Part L and Part F uplift, and the new Part O, proposals should consider on-site electricity generation.
 - Proposals should consider submitting a whole life carbon assessment against BS EN 15978 (refer to the RICS professional statement on whole life carbon assessment - <https://www.rics.org/globalassets/rics-website/media/news/whole-life-carbon-assessment-for-the--built-environment-november-2017.pdf>), also considering Part Z to regulate embodied carbon.
 - Proposals should embed a post-occupancy evaluation process as described in the Government's Soft Landings framework.

S 205.41.5 Scope: Undertake and take full responsibility for the design of the parts or elements of the *works* as prescribed within the "Design Responsibility Matrix" included within Scope Annex 13 herewith and/or as specified elsewhere within the design Information herewith

- a) The *Consultant* or its subconsultants/suppliers is to design the parts or elements of the *works* complete in accordance with the performance specifications, design information and the like within the Scope, maintaining the function, visual requirements, performance and intent of the design information included herewith,
- b) The *Consultant* or its subconsultants/suppliers design proposals are to include as a minimum the production of drawings, calculations, methods, technical specifications and risk assessment detailing the proposed materials and systems in order that a technical appraisal can be made by the *Client's* design team,

- c) The *Consultant* or its subconsultants/suppliers to provide all necessary submittals as required,
 - d) The *Consultant* or its subconsultants/suppliers to provide all necessary working drawings and technical information to demonstrate compliance with the design Information herewith,
 - e) The *Consultant* or its subconsultants/suppliers to be responsible for ensuring that items specified are installed correctly such that the performance requirements specified are fully satisfied for the service life required. All fixings and other aspects not fully detailed or specified within the Scope are to be regarded as the *Consultant* or its subconsultants/supplier's responsibility.
 - f) The *Consultant* or its subconsultants/suppliers to be responsible for the final selection of products and associated components, which is to be used solely for the purpose intended by the manufacturer; and to satisfy the requirements of the design Information herewith (to be read in conjunction with clause X15 Consultants Design),
 - g) The *Consultant* or its subconsultants/suppliers to be responsible for the carrying out of all necessary testing, commissioning and certification,
 - h) The *Consultant* or its subconsultants/suppliers to provide warranties and guarantees as required by the Scope.
- S 205.41.6 Where design information is provided within the Scope, it is the responsibility of the *Consultant* or its subconsultants/suppliers to develop and complete the detail and full design.
- S 205.41.7 Notwithstanding the degree of pre-design carried out by the *Client's* design team the total design responsibility for parts or elements of the *works* identified within the "Design Responsibility Matrix" included within Scope Annex 13 herewith and/or as specified elsewhere within the Scope, is to rest entirely with the *Consultant* and/or their subconsultants/suppliers.
- S 205.41.8 Any design information issued by the *Client* and/or the *Client* Design Team is to be for the purpose of assisting in clarifying its requirements and does not attract design responsibility on behalf of the *Client* or its representatives.
- S 205.41.9 The *Consultant* or its subconsultants/suppliers includes allowance for all necessary design / development, including attending meetings with the *Client's* design team and others as may become necessary to finalise the design of the *works* generally.
- S 205.41.10 The *Consultant* or its subconsultants/suppliers provides all necessary design risk assessments and method statements.

- S 205.41.11 *The Consultant* or its subconsultants/suppliers complies with any requirements for Building Information Modelling (BIM) stated elsewhere within the Scope.
- S 205.41.12 The *Consultant* or its subconsultants/suppliers provides all Builder's Work details in sufficient time to enable all further design requirements to be completed, such that Builder's Work can be incorporated into the works as the works proceed.
- S 205.41.13 All other associated requirements stated elsewhere within the Scope document to be adhered to when producing the design.
- S 205.41.14 The *Consultant* design is to be undertaken using AutoCad design software.

Technical and Operational Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.42 The *Consultant* will be required to evaluate methods for cost effective delivering of technical and operational matters.
- S 205.43 The *Consultant* is to produce detailed method statement setting out proposed working methods for approval by the *Service Manager*.
- S 205.44 The *Consultant* is to evaluate material and component flows and identify those that require advance ordering and processing and discuss with the *Service Manager* any requirements that arise accordingly.
- S 205.45 The *Consultant* is to advise on the practical implications of proposed drawings and specifications and issue comments to the *Service Manager* and the *Client's* Project Team for consideration and amendment to design proposals where necessary.
- S 205.46 The *Consultant* is to formulate and produce proposals for construction methods, including those for all necessary temporary works, with the *Service Manager* and the *Client's* Project Team and advising on "buildability" and value engineering opportunities.
- S 205.47 The *Consultant* is to produce in conjunction with the *Service Manager* and the *Client's* Project Team a schedule of project constraints, site access and security requirements for the project.
- S 205.48 The *Consultant* is to produce in conjunction with the *Service Manager* and the *Client's* Project Team a schedule of commissioning and testing requirements.

- S 205.49 The *Consultant* is to produce in conjunction with the *Service Manager* and the *Client's* Project Team a schedule of project completion and handover requirements.
- S 205.50 The *Consultant* is to produce in proposals for the provision and layout of temporary site facilities, temporary works, services, hoardings, protection to existing buildings and adjacent properties, signage requirements and the like to be established to deliver the construction delivery stage of the project.
- S 205.51 Temporary Works
- a) The *Consultant* is responsible for the design, fabrication, erection, maintenance and removal of all temporary works, and the temporary stability of the works for all stages of construction delivery.
 - b) Where elements, connections, bracing members, anchor bolts, and the like are indicated within the *Client's* Project Team's design information they are for the purposes of the finished structure and may not be adequate to resist forces present during construction. The *Consultant* is responsible for designing connections and/or design and provide additional braces and anchor bolts if necessary for the effect of any temporary loads which may be included as a result of the proposed method and sequence of construction and erection. The *Consultant* is responsible for determining loads during construction operations, including installation of any temporary guying and propping required, ensuring that the existing structure or members already erected are not loaded in excess of their safe load carrying capacity.
 - c) The *Consultant* is responsible for stability of the following, but not limited to
 - i) Stability of existing properties and boundary walls effected by the works
 - ii) Water Exclusion
 - iii) Excavations generally
 - iv) Concrete construction; temporary propping and the like
 - v) Accidental collapse of adjacent sewers
 - d) The *Consultant* is to submit to the *Service Manager* details of proposed temporary works. The submissions shall include in particular the following information
 - i) Method statements and sequences of erection and removal of any temporary works. These shall be related to the construction programme.

- ii) All fundamental design assumptions including any assumptions of the load bearing capacity of permanent structure and members that are used as part of the temporary works.
 - iii) Loads that may be imposed on the permanent works by the temporary works.
 - iv) Proposals for monitoring to ensure the performance of the temporary works.
 - v) Proposals for monitoring roads, pavements, utilities, and other neighbouring structures. When requested the Consultant shall submit supporting calculations.
- e) For any proprietary or standard types of structural units, components or assemblies to be incorporated in the works the *Consultant* is to provide at a minimum the temporary supports and/or bracing recommended by the manufacturer or supplier.

Project Planning and Programming Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.52 The *Consultant*, is to produce a detailed coordinated programme of pre-construction activities for acceptance by the *Service Manager*, including within the programme the activities for the *Consultant*, the activities of the *Client's* Project Team responsible for the design and procurement process for each subcontract works package and/or material package and/or component package to be tendered. Such programme is to include
- a) Programme to be in the form of a Gantt chart covering the design, consideration of technical and operational matters, *Client* approval, procurement, construction and any other activities outlined herein. It must illustrate key milestones to be achieved and establish critical paths,
 - b) A detailed subcontract works package procurement programme containing dates and timescales to produce drawings, specifications, pricing schedules and other relevant information, including dates for preparation and despatch of subcontract works package tender documents, the tender period, a period for evaluating tenders, and a date for placement of any subcontract, material or component order, should it be prior to the date of signing the NEC4 ECC Option A Contract; and

- c) Be sufficiently detailed to allow monitoring and coordination of the activities. During the pre-construction phase monitor, update and report upon the programme at regular intervals.
- S 205.53 The *Consultant* is to produce a detailed coordinated optimum programme of construction stage activities to be in the form of a Gantt chart for acceptance by the *Service Manager*. To be included within the programme will be the identification of all subcontracts, material, and component works package activities. The programme is to be sufficiently detailed to allow monitoring and co-ordination of the activities. During the course of the pre-construction phase, monitor, updated and report upon any influences upon the construction programme.
- S 205.54 The *Consultant* is to provide an organogram and/or histogram outlining the resources necessary to deliver the construction stage of the process, this is to include
 - a) provide curriculum vitae for the key project team members that are to undertake the roles within the proposed project(s) delivery teams,
 - b) details of contract management roles and responsibilities and how the team will address remote working,
 - c) details of resource capacity and contingency,
 - d) details of organisational roles and responsibilities for the management of health and safety,
 - e) details of approach and proposals to supply chain management and site management.
- S 205.55 The *Consultant* is to maintain and regularly update the detailed design, procurement and pre-construction programmes and notifying the *Service Manager* of any delays or likely delays.
- S 205.56 The *Consultant* is to be fully responsible for the co-ordination and programming of all activities, including those sections to be undertaken by specialists or public utilities where they form part of the project, where payment is either by the *Client* or the *Consultant* under the NEC4 ECC Contract to be awarded at the completion of the pre-construction process.

Risk Management Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.57 During the pre-construction stage, the *Consultant* is to produce and maintain an Early Warning Register for the pre-construction delivery stage in conjunction with the *Service Manager* and the *Client's* Project Team, identifying known risks and opportunities in relation to the project including a full description of each risk item/opportunity and the actions that are to be taken during the pre-construction stage services by the *Consultant*, the *Client*, *Service Manager* and the *Client's* Project Team to minimise or avoid any risks materialising and maximise any opportunities identified.
- S 205.58 During the pre-construction stage, the *Consultant* is to produce an Early Warning Register for the construction delivery stage in conjunction with the *Service Manager* and the *Client's* Project Team, identifying known risks and opportunities in relation to the project including a full description of each risk item/opportunity and the actions that are to be taken during the construction delivery stage services by the *Consultant*, the *Client*, *Service Manager* and the *Client's* Project Team to minimise or avoid any risks materialising and maximise any opportunities identified.
- S 205.59 During the pre-construction stage, the *Consultant* is to consider each risk item within the Early Warning Register and undertake an assessment in terms of potential programme impact, cost and allocation of the risk owner. Thereafter, if necessary, the Early Warning Register is to be regularly updated in conjunction with the *Service Manager*.
- S 205.60 During the pre-construction stage, in conjunction with the *Client*, *Service Manager* the *Client's* Project Team, the *Consultant* will collaboratively take all actions as may be reasonably necessary or appropriate with the intent to reduce to zero so far as practicable any sum included for any risk as part of the Early Warning Register.
- S 205.61 During the pre-construction stage, the *Consultant* is to co-operate with the *Client*, *Service Manager* the *Client's* Project Team and fully participate (including the provision of advice, information, and comments) in the identification of risks associated with the project and develop an Early Warning Register. The final allocation of risk items within the Early Warning Register shall be at the sole discretion of the *Service Manager*.
- S 205.62 During the pre-construction stage, where the *Consultant* is to undertake design, designers risk Assessments were to be provided by the *Consultant* for works to be designed by the *Consultant* or their subConsultants.

Construction (Design and Management) Regulations 2015 (CDM 2015) and Health and Safety Management Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion

arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.63 During the pre-construction stage, the *Consultant* is to undertake the duties of the Principal Consultant under the Construction (Design and Management) Regulations 2015 (CDM 2015) Regulations, including co-operation with the Principal Designer.
- S 205.64 During the pre-construction stage, the *Consultant* is to attend meetings with the Principal Designer and advising on cost, time and quality on any issues that may arise.
- S 205.65 During the pre-construction stage, the *Consultant* is to produce a Pre-Construction Phase Health and Safety Plan for the project, for inclusion in the project proposals (to be included in the NEC4 ECC Option A construction delivery contract).
- S 205.66 During the pre-construction stage, the *Consultant* is to provide proposals for managing project Health and Safety and Construction (Design and Management) Regulations 2015 (CDM 2015) Regulations matters, for inclusion in the project proposals (to be included in the NEC4 ECC Option A construction delivery contract).
- S 205.67 During the pre-construction stage, a schedule of health and safety, Construction (Design and Management) Regulations 2015 (CDM 2015) Regulations requirements will be developed for the project in collaboration between the *Service Manager*, Principal Designer and the *Consultant*, for inclusion in the project proposals (to be included in the NEC4 ECC Option A construction delivery contract).
- S 205.68 Responsibility for provision of all necessary reports and documentation in connection with Health and Safety and Construction (Design and Management) Regulations 2015 (CDM 2015) Regulations for inclusion in the project proposals (to be included in the NEC4 ECC Option A construction delivery contract) to be agreed and recorded between the *Service Manager*, Principal Designer and the *Consultant*.
- S 205.69 The *Consultant* is to produce a Pre-Construction Phase Health and Safety Plan for the project, for inclusion in the project proposals (to be included in the NEC4 ECC Option A construction delivery contract).
- S 205.70 The *Consultant* is to establish in conjunction with the Principal Designer and the *Service Manager* a set of documents to be used for construction stage project completion, including (but not limited to) a Building Manual and any other documentation required to comply with Construction (Design and Management) Regulations 2015 (CDM 2015).

“Open Book” Cost Management Process

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.71 Open Book Contract Management (OBCM) is a structured process for the sharing and management of charges and costs and operational and performance data between the *Consultant* and the *Client*. The aim is to promote collaborative behaviour between client and supplier through financial transparency. The outcomes should be a fair price for the *Consultant*, value for money for the *Client* and performance improvement for both parties over the contract life.
- S 205.72 The *Client* requires an Open Book Contract Management (OBCM) process is employed during the pre-construction stage that is able to prove, deliver and evidence value for money. The process should be auditable and accountable, including (but not limited to) substantiation by the provision of all and any relevant books of accounts, correspondence, agreements, orders, invoices, copies of tenders/quotations, receipts and other relevant documents available for inspection by the *Client*, the *Service Manager* and the *Client's* Project Team.

Commercial Services and Activities Generally

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.73 The *Consultant* is to review when requested by the *Service Manager* the project cost plan in conjunction with the *Service Manager* and the *Client's* Project Team to verify the cost allowances therein. Assist the *Service Manager* and the *Client's* Project Team in any updating to the cost plan throughout the preconstruction stage.
- S 205.74 The *Consultant*, following the review all design information, drawings and specifications in conjunction with the *Service Manager* and the *Client's* Project Team, identify any impact on the project cost plan during the pre-construction stage.
- S 205.75 The *Consultant* is to provide regular cost advice and assistance to the *Service Manager* and the *Client's* Project Team throughout the preconstruction stage, including obtaining budget costs, advising on current pricing levels as required and its effect on the final cost to enable any necessary updating of the project cost plan and assist in the consideration of any decisions on scope, design and the like.

- S 205.76 During the preconstruction phase, the *Consultant* is to provide the lead in value analysis and value management to the *Service Manager* and the *Client's* Project Team. This is to include where appropriate consideration of design solutions with the *Client's* objectives and suggest areas for discussion with the *Client*, *Service Manager* and the *Client's* Project Team.
- S 205.77 During the preconstruction phase, the *Consultant* is to provide cost advice to the *Service Manager* and the *Client's* Project Team on operational and programme implications of the proposed forms of construction and site generated constraints/restraints.
- S 205.78 During the pre-construction phase, the *Consultant* is to assist the *Service Manager* and the *Client's* Project Team with the preparation of a cash flow for the project and prepare and submit to the *Service Manager* and the *Client's* Project Team a project cash flow to reflect the total of the prices once established.
- S 205.79 The *Consultant* is to consider of and make allowance for in the total of the prices all necessary and/or applicable statutory requirements and/or all services necessary to be undertaken by statutory undertakers/bodies and utility suppliers, unless payment is to be made by the *Client* for same.
- S 205.80 Establish and agree, in conjunction with the *Service Manager* and the *Client's* Project Team, a lump sum fixed price the total of the prices for the project for inclusion in the NEC4 ECC Option A Contract, in accordance with the requirements herein.
- S 205.81 During the pre-construction phase, the *Consultant* shall investigate the potential for cost savings and for added value in design, supply, construction, and operation of the Works and shall make recommendations to the *Service Manager* based on its investigations and experience.
- S 205.82 The *Consultant* is to provide assistance to the *Service Manager* and the *Client's* Project Team in the preparation and producing of regular financial reports on actual and projected project costs.
- S 205.83 The *Consultant* is to collaborate with *Service Manager* and the *Client's* Project Team in establishing a mechanism to control and assist in the control of potential changes to subcontract works packages prior to the placing of sub-contracts and/or to the total of the prices generally.
- S 205.84 The *Consultant* is to establish with *Service Manager* a mechanism to control changes during the construction delivery stage of the project.
- S 205.85 The *Consultant* is to establish with *Service Manager* a mechanism for dealing with overspends and under spends on subcontract works packages and/or to the total of the prices generally.

- S 205.86 The *Consultant* is to advise the *Service Manager* and the *Client's* Project Team on matters relating to employment legislation and labour relations including any issues that may rise and require consideration prior to the contract-award of the NEC4 ECC Option A Contract.
- S 205.87 The *Consultant* is to adopt the commercial processes established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant*, including utilising the prices (including any adjustment of prices in respect of being reduced by further competition or as a result of a negotiated reduction in a single source procurement or other process).

Overspend against the Project Cost Plan and Value Engineering Process

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.88 Where it is identified during the pre-construction stage that there is an actual or potential for overspend to the project cost plan, the *Consultant* shall advise the *Service Manager* and the *Client's* Project Team of any such occurrence. Thereafter identify any impact on the project cost plan and agree with the *Service Manager* and the *Client's* Project Team a mechanism for dealing with any such overspends, including undertaking value engineering exercises.
- S 205.89 The *Consultant* is to investigate where appropriate, the potential for cost savings and for added value in design, supply, construction and operation of the project and shall make recommendations to the *Service Manager* based on its investigations and experience.
- S 205.90 The *Consultant* is to where appropriate, organise, co-ordinate and carry out value engineering exercises in relation to the pre-construction stage either on its own initiative or under the instruction of the *Service Manager* and may, through notice from the *Service Manager* contribute to such exercises. The *Consultant* shall submit to the *Service Manager* proposals for approval based on the results of those exercises, including all necessary technical and cost information in support of the proposals.
- S 205.91 The *Consultant* is to attend and actively contribute to value engineering meetings/workshops as required by the *Service Manager*.

Subcontract Works Package Procurement Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

S 205.92 Works Package Procurement: The *Consultant* is to follow the procedure set out below in respect of preparing tender documents, receiving tenders and evaluation

- a) The *Consultant* is to provide advice and produce proposals to the *Service Manager* and the *Client's* Project Team on the breakdown of the works into suitable subcontract works packages defining, describing, and documenting the extent of each subcontract works package and its interface with others in order to achieve a complete and comprehensive procurement of the works for the optimum price.

Included within Annex 15 is a copy of a proposed indicative schedule of works package arrangements. This schedule should be considered as being purely indicative and will be subject to further development post contract-award as outlined elsewhere herewith.

- b) The *Consultant* is to liaise and agree with the *Service Manager* and the *Client's* Project Team a short-list of subcontract works packages and associated subcontract works packages tenderers, which will provide the best basis for the project in respect of quality, programme, and value for money.
- c) The *Consultant* is to prepare short-lists of sub-Consultants for tendering in association with the *Service Manager* and the *Client's* Project Team, investigating and reporting on the capabilities and financial standing of each works package subConsultant. Where any subConsultants are not established within the *Consultant's* supply chain, investigate and report on their capabilities and financial standings and, if necessary, arrange pretender interviews.
- d) The *Client*, *Service Manager* and the *Client's* Project Team are entitled to propose subConsultants to be invited to tender, and the *Consultant* shall have due regard to such proposals and not unreasonably refuse to issue tender documentation to such subConsultants.
- e) The *Consultant* is to liaise and agree with the *Service Manager* and the *Client's* Project Team, the forms of contract and sub-contract for each subcontract works package.
- f) The *Consultant* is to liaise and agree with the *Service Manager* and the *Client's* Project Team on the necessity for performance bonds and/or parent company guarantees from subConsultants.
- g) Where applicable prices for resources can be taken from those established under the **Crown Commercial Services (CCS); Framework Reference**

RM6088; Construction Works and Associated Services (CWAS)

Framework; Lot 3.2: South England region/area the *Consultant* is to utilise the prices (including any adjustment of prices in respect of being reduced by further competition or as a result of a negotiated reduction in a single source procurement or other process) following agreement with the *Service Manager*.

- S 205.93 The *Consultant* is to obtain competitive tenders and/or procure quotations and/or provide costs for the elements of the project on an Open Book Basis and shall as and when required by the *Service Manager* promptly provide access to and copies of any and all such information to the *Service Manager* and the *Client's* Project Team. When requested by the *Service Manager*, the *Consultant* is to either provide costs for elements of the project on an Open Book Basis or shall seek competitive tenders in a form to be agreed collaboratively by the *Consultant* and the *Service Manager* and the *Client's* Project Team from subConsultants selected and approved by the *Consultant* and the *Service Manager* and the *Client's* Project Team.
- S 205.94 The *Consultant* is to in collaboration with the *Service Manager* and the *Client's* Project Team the requirement for social value requirements, including (but not limited to) the commitment to the development of a supply chain which benefits local business, uses local labour and provides training opportunities is also considered to be a key element in helping to support the local economy.
- S 205.95 The *Consultant* is to prepare and agree in collaboration with the *Service Manager* and the *Client's* Project Team, a detailed subcontract works package market test programme including
- a) Initial dates to produce drawings, specifications, pricing schedules and all other relevant information,
 - b) Dates for preparation and dispatch of tender documents, the tender period,
 - c) Identify target dates for the issuing of each subcontract works package tender documents, the tendering period, the date for tender returns, the timescale for reviewing tender returns and discussing and achieving "sign-off" of each subcontract works package value for inclusion in the total of the prices.
- S 205.96 "Open Book" Basis: Subcontract Works Package Market Testing Process;
- a) The *Consultant* is to prepare subcontract works package tender documentation in collaboration with *Service Manager* and the *Client's* Project Team, including collating and copying drawings, specifications and the like, prepare and include a pricing document (bills of quantities/ schedule of work/ activity schedule/etc...) and any other information as

necessary. Submit a copy to the *Service Manager* and seek the *Service Manager* and the *Client's* Project Team agreement and comment.

- b) The *Consultant* is to ensure that the subcontract works package tender documentation incorporates these requirements insofar as they are known at the point in time that the subcontract works package is to be tendered.
- c) Where agreed in collaboration with *Service Manager* and the *Client's* Project Team, the *Consultant* is to seek competitive tenders and/or procure quotations and/or provide costs for subcontract works package on an Open Book Basis, obtaining a minimum of three tenders from Sub-Consultants for each works package (unless as outlined hereafter for a sole tenderer).
- d) Following the above, a collaborative appraisal between the *Consultant* and *Service Manager* and the *Client's* Project Team on each subcontract works package, an agreed tendering criteria shall be established, this will include
 - i) Where the nature of subcontract works package is such to permit the undertaking of a market testing exercise, a minimum of three competitive tenders shall be procured.
 - ii) The obtaining of a sole tender, for a specific subcontract works package, due to the required level of specialism.
 - iii) The obtaining of a tender from a sole tenderer, for a specific subcontract works package, due to the previous level of performance which has demonstrated both cost and quality benefits on completed National Highways projects by the tenderer.
- e) Where a subcontract works package is to be based on a single tenderer as outlined above, the *Consultant* will be required to demonstrate "best value" has been achieved to *Service Manager* and the *Client's* Project Team, by the means of benchmarking analysis from completed projects of a similar nature and/or provision of analytical cost analysis.
- f) Where the *Consultant* is to undertake the design for a subcontract works package, *Service Manager* and the *Client's* Project Team is entitled to propose the design consultants/specialists/suppliers to whom invitation to tenders may be issued and the *Consultant* shall have due regard to such proposals and not unreasonably refuse to issue tender documentation to such design consultants/ specialists/ suppliers.
- g) Invitation to Tender documents will be prepared by the *Consultant* for each subcontract works package, in sufficient detail to obtain competitive bids on a comparable basis and also, to facilitate good construction delivery stage financial management and control.
- f) The *Consultant* is required as and when required by the *Service Manager* and the *Client's* Project Team to promptly provide access to and copies of

any tender/invitation to tender/ tender returns/ correspondence/ quotations and any other appropriate information to the *Service Manager* and the *Client's* Project Team.

- g) Once tenders are received for each subcontract works package by the *Consultant*, they are to be issued to the *Service Manager*.
- h) The basis of the pricing document within each subcontract works package Invitation to Tender is to include
 - i) The *Consultant* is to establish with the *Service Manager* and the *Client's* Project Team suitable tender preliminaries and preamble documents for inclusion in invitation to tenders as set out hereafter.
 - ii) The *Consultant* is to prepare a pricing document (bills of quantities/ schedule of work/ activity schedule/etc...) or similar, quantified or non-quantified depending on scope of works, pricing documents.
- i) The *Consultant* is to ensure that each subcontract works package invitation to tender documentation mirrors that of the requirements of the project and shall include (as a minimum) details of the following
 - Any applicable details from these and associated documents,
 - Details of the principal contract requirements,
 - Details of any subcontract works package preliminary and/or preamble requirements,
 - Applicable subcontract works package scope of work details,
 - Applicable subcontract works package design information,
 - Subcontract works package pricing document.
 - Subcontract works package health and safety/CDM requirements.
 - Construction stage delivery programme and project logistical information, including a subcontract works package attendance schedule.
 - Subcontract works package fixed Price details.
 - Subcontract works package performance bonds and/or parent company guarantee requirements.
 - Details of subcontract works package tender return requirements.
- j) Once Invitation to Tender documents for each subcontract works package have been drafted by the *Consultant*, prior to issue to subcontract works

package tenderers a copy will be issued to the *Service Manager* and the *Client's* Project Team for comment and approval. Any amendments requested by the *Service Manager* and the *Client's* Project Team are to be made prior to final approval being granted. A reasonable period will be afforded to the *Service Manager* and the *Client's* Project Team to undertake this process.

- k) Invitation to Tenders for each subcontract works package will be issued to tenderers in the manner set out herein.
- l) Works Package Tender Period: Queries received from subcontract works package tenderers are to be directed to the *Consultant* who will in turn answer them following consultation with the *Service Manager* and the *Client's* Project Team if necessary. Copies of all queries and the appropriate responses are to be issued to the *Service Manager* and the *Client's* Project Team.
- m) The criteria for the acceptance of each tender for each subcontract works package is to be agreed by the *Consultant*, the *Service Manager* and the *Client's* Project Team and in principle is to mirror those of the requirements stated herein.
- n) The *Consultant* is to agree with the *Service Manager* and the *Client's* Project Team, the forms of contract and sub-contract.
- o) Tender Returns, Analysis and Evaluation
 - Where tenders are not received from the selected short-list of tenderers for each subcontract works package as set out previously; then the *Consultant* is to seek tender(s) from alternative tenderer(s) not included within the original short-list of tenderers. Procedure for selection to follow that previously described when drafting the original short-list,
 - The *Consultant* is following a request by the *Service Manager* allow sight of the original subcontract works package tender returns for each subcontract works package to with the *Service Manager* and the *Client's* Project Team,
 - The *Consultant* shall issue a copy of each of the tender returns for each subcontract works package to *Service Manager* within 3 working days of receipt of each subcontract works package tender return,
 - The *Consultant* is to initially evaluate tender returns for each subcontract works package, review with and negotiate with subcontract works package tenderers to clarify their tender allowances. The *Consultant* is to prepare an initial tender report for each subcontract works package, identifying compliance with the invitation to tender documents, any assumptions/exclusions and areas of concern in

relation to quantification and/or pricing. The *Consultant* is to submit the report in an 'open book' manner to the *Service Manager* and the *Client's* Project Team to enable a financial and technical appraisal to be considered,

- The *Consultant* is to liaise with the *Service Manager* and the *Client's* Project Team on the negotiations, evaluation and reporting of subcontract works package tender returns and compilation of cost reports through the tender appraisal period, including provide supporting information as required to the *Service Manager* and the *Client's* Project Team,
- The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare the final financial and technical appraisal for each subcontract works package. Such appraisal should set out a firm price for the subcontract works package taking into account the tender returns and any identified assumptions, exclusions and areas of concern.
- Following the analysis of each subcontract works package costs, the *Consultant* is to liaise with the *Service Manager* and the *Client's* Project Team and produce a collaborative report for inclusion in the project construction delivery total of the prices.

Included within Annex 16 is a copy of the "Works Package Vetting and Selection for Inclusion in the Project Total of the Prices" to be completed in conjunction with the above process.

Subcontract Works Package Procurement – Material and Equipment Element

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.97 Where subcontract works packages are to be procured on the basis of "labour only" and/or "labour and plant" and/or similar arrangements, and the *Consultant* (under the NEC4 ECC Option A contract) is to procure themselves separately material and/or equipment elements for the subcontract works package, the *Consultant* is to obtain competitive tenders and/or procure quotations and/or provide costs for material and/or equipment elements on an Open Book Basis for and shall as and when required by the *Service Manager* promptly provide access to and copies of any and all such information to the *Service Manager* and the *Client's* Project Team.

Subcontract Works Package Procurement Collation

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.98 The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare a collated summary of financial and technical appraisal of subcontract works packages for inclusion in the *Consultant's* Statement / Proposal (refer for details hereafter) in respect of the total of the prices for the NEC4 ECC Option A Contract. Such appraisal should set out a firm total price for all subcontract works packages taking into account the tender returns and any identified assumptions, exclusions and areas of concern. This should include consideration of the procurement type (i.e. subcontract works packages procured on the basis of "labour only" and/or "labour and plant" and/or "supply and installation and/or similar arrangements).

Subcontract Works Package Procurement Preparation for Construction Delivery

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.99 Once a preferred subConsultant is identified for a subcontract works package as per the process described above, the *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team is to undertake initial preparations for the placing of sub-contracts post-completion of the pre-construction process to meet the construction delivery stage programme.

Construction Stage Consultants General Preliminaries Services and Activities

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.100 The *Consultant* is to establish hoarding, temporary signage requirements, and the requirements and layout of site facilities and temporary services to be provided for the project.
- S 205.101 The *Consultant* is to identify all necessary incidental services that will be reasonably necessary or appropriate prior to the commencement of the project in order to undertake the construction delivery stage of the project.

- S 205.102 The *Consultant* is to establish site access and any other associated matters concerning the project in conjunction with the *Service Manager* and the *Client's* Project Team and liaise with the local authorities.
- S 205.103 The *Consultant* is to provide advice and produce proposals to the *Service Manager* and the *Client's* Project Team on the scope of works and requirements for the Construction Stage Consultants General Preliminaries.
- S 205.104 Where applicable prices for resources can be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant* for Construction Stage Consultants General Preliminaries, the *Consultant* is to utilise the prices (including any adjustment of prices in respect of being reduced by further competition or as a result of a negotiated reduction in a single source procurement or other process) following agreement with the *Service Manager*.
- S 205.105 Where applicable prices for services and/or resources cannot be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant* for Construction Stage Consultants General Preliminaries, the *Consultant* is to obtain competitive tenders and/or procure quotations and/or provide costs on an Open Book Basis and shall as and when required by the *Service Manager* promptly provide access to and copies of any and all such information to the *Service Manager* and the *Client's* Project Team.
- S 205.106 The *Consultant* is to assess and provide a detailed build-up of its pricing for the Construction Stage Consultants General Preliminaries, to include the following cost headings
- a) Management, Supervision and Administration; people who are directly employed people and/or who are not directly employed by the Consultant and whose normal place of working is within the Working Areas
 - b) Management, Supervision and Administration; people who are directly employed people and/or who are not directly employed by the Consultant and whose normal place of working is not within the Working Areas but who are working in the Working Areas, proportionate to the time they spend working in the Working Areas
 - c) Principal and/or Main Consultant Site Establishment and Facilities, including consideration of (but not limited to) the following
 - *Client's* Project Team Site Accommodation / Office Accommodation requirements,

- Consultant's Site Accommodation / Office Accommodation requirements,
- Temporary Works in connection with Principal/Main Consultant's Site Establishment area requirements,
- Temporary Works in connection with the working area; generally, requirements,
- Services, Facilities and Equipment in connection with Site Establishment requirements,
- Temporary Services; for site establishment and the working area generally requirements,
- Project / Site Security requirements,
- Access Scaffolding / Access at height / Fall Arrest Systems requirements,
- Safety and Environmental Protection requirements,
- Control and Protection of the Works requirements,
- Tools, Mechanical Plant and Equipment requirements,
- Cleaning and General Attendance requirements,
- Fees (excluding Fee items as per NEC4 ECC Option A) and Charges,
- Site Records requirements,
- Work before Completion requirements,
- Miscellaneous requirements not included above.

Other Costs that are not included in Defined Cost

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.107 The evaluation of other costs of the Consultant (under the NEC4 ECC Option A contract) that are not included in Defined Cost (as per the NEC4 ECC Option A contract) including costs not included as outlined previously and the Fee, which is to include (where applicable and not limited to) the following

- provision of pre-construction documentation and information (and the like) where not allowed elsewhere,
- provision of completion documentation (and the like) where not allowed elsewhere,
- provision of warranties and guarantees where not allowed elsewhere,
- provision of any other certificates, documentation (and the like),
- provision of bonds and parent company guarantees,
- payment of Building control fees, where not paid by the *Client* (refer also clause S 205.32),
- payment of Considerate Constructors' Scheme fees (or alternative scheme operated by local authority),
- payment of scheme registration fees or similar fees, where not paid by the *Client*,
- payment of licences in connection with hoardings, scaffolding, gantries and the like,
- payment of licences in connection with crossovers, parking permits, parking bay suspensions and the like,
- any other costs deemed payable by the *Service Manager*.

is to be undertaken as follows

- a) Where applicable prices for other costs that are not included in Defined Cost can be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant*, the *Consultant* is to utilise the prices (including any adjustment of prices in respect of being reduced by further competition or as a result of a negotiated reduction in a single source procurement or other process) following agreement with the *Service Manager*.
- b) Where applicable prices for other costs that are not included in Defined Cost cannot be taken from those established under the **Crown Commercial Services (CCS); Framework Reference RM6088; Construction Works and Associated Services (CWAS) Framework; Lot 3.2: South England region/area** with the *Consultant*, the *Consultant* is to obtain competitive tenders and/or procure quotations and/or provide costs on an Open Book Basis and shall as and when required by the

Service Manager promptly provide access to and copies of any and all such information to the *Service Manager* and the *Client's* Project Team.

- c) The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare a collated summary of financial and technical appraisal of other costs that are not included in Defined Cost for inclusion in the *Consultant's* Statement / Proposal (refer for details hereafter) in respect of the total of the prices for the NEC4 ECC Option A Contract. Such appraisal should set out a firm total price for all other costs that are not included in Defined Cost.

Construction Stage Activity Schedule Drafting and Finalisation

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.108 The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare an Activity Schedule for the construction delivery stage of the project. A template Activity Schedule is included within Annex 14 Draft construction stage documents for a NEC4 ECC Option A Contract herewith.
- S 205.109 The Activity Schedule is to calculate the total of the prices as necessary for the NEC4 ECC Option A contract, which is to be fixed price, to reflect the extent and programme for the project (a template is included elsewhere within the Invitation for Tender documents).

NEC4 Engineering and Construction Contract Option A Drafting

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.110 The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, jointly prepare a draft of the NEC4 Engineering and Construction Contract Option A.
- S 205.111 The *Consultant* is to in conjunction with the *Service Manager* and the *Client's* Project Team, is to agree all of the terms of the project insurance.

Consultant's Statement / Proposal

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.112 The *Consultant* is to deliver to the *Service Manager* by the date identified in the NEC4 PSC Option A contract, a complete *Consultant's Statement / Proposal* compliant with the requirements of this Scope and associated documents.
- S 205.113 The *Consultant's Statement / Proposal* will be responsibility of the *Consultant* to collate, coordinate and produce a draft the document and all information and appendices to be incorporated.
- S 205.114 The *Consultant's Statement / Proposal* submission requirements will be established in collaboration between the *Consultant*, *Service Manager* and the *Client's Project Team* in terms of
- Timescale for review and submission,
 - Responsibility for the provision of information, reports, documentation, etc... for inclusion in the *Consultant's Statement / Proposal*,
 - *Consultant's Statement / Proposal* review process prior to "Sign Off".
 - *Consultant's Statement / Proposal* "Sign off" process.
- S 205.115 At the completion of the pre-construction stage process the *Consultant* will provide a proposal that includes the following for the Construction Contract
- a) A completed draft of the Form of Agreement (a template is included elsewhere within the Invitation for Tender documents).
 - b) A completed draft of the Scope document (a template is included elsewhere within the Invitation for Tender documents), including (but not limited to)
 - Technical and operational information and documentation necessary for the construction delivery stage of the project,
 - Health and Safety and Construction (Design and Management) Regulations 2015 (CDM 2015) information and documentation necessary for the construction delivery stage of the project,
 - All design information and documentation necessary for the construction delivery stage of the project,
 - c) A completed draft of Contract Data Part One for the NEC4 ECC Option A contract, including all necessary associated information and documentation

(a template is included elsewhere within the Invitation for Tender documents).

- d) A completed draft of the Short Schedule of Cost Components for the NEC4 ECC Option A contract (a template is included elsewhere within the Invitation for Tender documents).
- e) Total of the prices as necessary for the NEC4 ECC Option A contract, which is to be fixed price, to reflect the extent and programme for the project, including the provision of an Activity Schedule. In addition, all information and documents used in collating the Activity Schedule to be included (a template is included elsewhere within the Invitation for Tender documents).
- f) A completed draft of Contract Data Part Two for the NEC4 ECC Option A contract, including all necessary associated information and documentation (a template is included elsewhere within the Invitation for Tender documents).
- g) A completed draft of the Early Warning Register for the project,
- h) A completed draft of subcontract warranties and a schedule of subConsultants required to provide warranties (a template is included elsewhere within the Invitation for Tender documents).
- i) All necessary project programming and planning information and documentation for completing Contract Data Part Two for the NEC4 ECC Option A contract,
- j) A completed draft of all other necessary information by the *Consultant* to enable the *Client* to award a NEC4 ECC Option A contract to the Consultant under the NEC4 ECC Option A contract.

Refer also to clause S 731 Documents hereafter.

Finalisation of the Pre-construction Process

Preamble

The following shall be provided each in respect of Construction Contract One; Early Works (to be assessed under NEC4 PSC sectional completion arrangement) and Construction Contract Two; Main Works for the remainder of the scope of works.

- S 205.116 The *Consultant* in collaboration with the *Client*, *Service Manager* and the *Client's* Project Team will agree the actual contract documents from the *Consultant's* Statement / Proposal so as to enable a construction contract to be awarded by the *Client*.

S 245 Condition Survey

- S 245.1 The *Consultant* carries out a risk assessment of the effect the *service* may have on the structural integrity of adjacent buildings, structures and any other property, asset or entity. The *Consultant's* risk assessment includes
- details of any proposed survey works to inform design development, which has the potential to affect any others buildings, structures and any other property, asset or entity,
 - details of risk assessment trigger levels and
 - proposed actions when a risk assessment trigger is breached.
- It is assumed that no physical works will be undertaken during the pre-construction stage, apart from the existing toilet block and cabin (which may be occupied).
- S 245.2 The *Consultant* is to coordinate, manage and undertake condition surveys of the existing building, adjacent buildings, structures and any other property, asset or entity in collaboration with the *Service Manager* and the *Client's* Project Team to determine their condition. The *Consultant* provides condition surveys to the *Service Manager* within the timescales agreed.
- S 245.3 The *Consultant* does not enter land or property, or contact the land or property owner, without prior agreement of the *Service Manager*. The *Consultant* does not commit the *Client* to any payment for land/property entry. The *Consultant* coordinates all access requirements and submits the condition survey scope, methods, etc. to the *Service Manager* for agreement.
- S 245.5 Unless otherwise agreed with the *Service Manager*, the *Consultant* records all condition survey arrangements and submits a copy of this correspondence to the *Service Manager*, not later than 48 hours prior to taking access.

S 300 Existing information

S 305 Existing information

- S 305.1 Details of existing information in respect of existing buildings, land and the like that are applicable to the project and available at the time of preparing this document is included in Annex 13.

S 400 Specifications and standards

S 405 Specifications and standards

- S 405.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Consultant* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in Annex 13.

- S 405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Service Manager*.

S 500 Constraints on how the *Consultant* is to provide the Service

S 501 Risk Management

- S 501.1 The *Client's* "Risk Management Policy" (see link in **Annex 02**) is crucial to the successful delivery of the *Client's* objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- S 501.2 Within the risk management framework, the *Client's* "Risk Management Policy" outlines the approach for the management of risks and issues including system process, the definition of risk, risk governance, roles and responsibilities, high level risk management process and supply chain principles.
- S 501.3 The *Client's* risk management process is separate to the contractual early warning process. Although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- S 501.4 The *Client* has adopted the following definition for risk,
"the uncertainty around the company's ability to achieve its objectives and execute its strategy effectively".
- S 501.5 For the *Client* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S 501.6 The *Client's* risk management approach aims to ensure that
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
 - assurance is provided to the *Consultant*, *Service Manager*, *Client* and other stakeholders that risks are understood and managed, and
 - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.
- S 501.7 The *Consultant* complies with the risk management requirements described in this section S 501 and as contained in the
- "Risk Management Policy" (see link in **Annex 02**),
 - as per the standards in section S 535 of the Scope.
- S 501.8 The *Consultant* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.

- S 501.9 The *Client* carries out a risk assessment against the Scope to be delivered. A copy of the lists of risks are included in **Annex 02**.
- S 501.10 The *Consultant* ensures that risks which could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Service Manager*.
- S 501.11 The *Consultant* supports the *Service Manager* in the operation and maintaining of the Early Warning Register in relation to project risks.

S 502 Business Continuity

- S 502.1 The *Consultant* prepares a business continuity plan that complies with ISO 22301:2019 (see link in **Annex 02**) and submits the draft plan to the *Service Manager* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO 22301:2019. The *Consultant* amends the plan to address the *Service Manager's* comments and resubmits for acceptance within one week.
- S 502.2 Not Used
- S 502.3 The *Consultant* implements any proposed amendments in the feedback report as instructed by the *Service Manager*.
- S 502.4 Not Used

S 503 Insurance requirements

- S 503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table in the Contract Data and as shown in **Annex 03**.
- S 503.2 The *Consultant* discharges all its obligations under the "Insurance Act 2015" (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract.

S 504 Security and identification of people

Preamble:

Tender Addendum: HMG Baseline Personnel Security Standard is not to be used. Requirements have been struck out in red text crossed through as below from original document issued with tender.

- ~~Security and identification of people will be required for the *Consultants* senior management and senior site-based management/supervision only and any other person employed by the *Consultant* that the *Service Manager* requires the following procedures to be undertaken.~~

- ~~It is envisaged that as there will only be site visits involved during the preconstruction process, requirements for undertaking Security and identification of people will therefore be limited/minimal.~~

S 504.1 Mandatory obligations

- S 504.1.1 ~~The Client is required to adopt the personnel security requirements and management arrangements set out in "HMG Security Policy Framework", "HMG Personnel Security Controls" and "HMG Baseline Personnel Security Standard" (the BPSS) (see links in **Annex 02**) issued by the Cabinet Office as amended from time to time.~~
- S 504.1.2 ~~The Consultant familiarises itself with the objectives and principles embodied within the "HMG Security Policy Framework", "HMG Personnel Security Controls" and "HMG Baseline Personnel Security Standard" (see links in **Annex 02**), in addition to the mandatory obligations extracted.~~
- S 504.1.3 ~~The Consultant ensures that the appropriate level of personnel security is obtained and maintained for all Staff in accordance with the "HMG Security Policy Framework", "HMG Personnel Security Controls" and "HMG Baseline Personnel Security Standard".~~
- S 504.1.4 ~~The Service Manager notifies the Consultant of any revisions to the personnel security requirements arising as a consequence of subsequent amendments to the "Client's Personnel Security Policy", "HMG Security Policy Framework", "HMG Personnel Security Controls" and "HMG Baseline Personnel Security Standard" and agrees any remedial action required by the Consultant as a result of the amendments.~~

S 504.2 Security checks – minimum requirements

- S 504.2.1 ~~"HMG Baseline Personnel Security Standard v6.0 – May 2018" ("the BPSS") (see link in **Annex 02**) forms the minimum security check requirements for all Staff whose duties include~~
- ~~working in any of the Client's premises, for example, the site, offices, depots, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC) and any outstations owned and operated by the Client,~~
 - ~~usage of the Client's Information Systems and~~
 - ~~working unsupervised in any other capacity.~~
- S 504.2.2 ~~The Service Manager may notify the Consultant of a modification to the categories of Staff requiring BPSS security checks at any time.~~
- S 504.2.3 ~~Unless advised otherwise by the Client, the Consultant completes a BPSS check for all Staff identified by the application of the requirements in S 504.2.1 and S 504.2.2. The Consultant confirms completion of the BPSS checks to the Client prior to those Staff working for or with the Client. The Consultant ensures that subConsultants (at any stage of remoteness from the Client) complete the~~

~~BPSS checks for all subConsultant staff identified by the application of the requirements in S 504.2.1 and S 504.2.2~~

S 504.3	Security checks – additional vetting requirement
S 504.3.1	<p>The Service Manager determines if the Consultant or any subConsultant (at any stage of remoteness from the Client) is required to undertake the National Security Vetting (NSV) in addition to the BPSS check in line with the Client's policies</p> <p>The Service Manager notifies the Consultant of the appropriate level of NSV to be carried out.</p>
S 504.3.2	<p>Procedural and other details for ensuring compliance with NSV are set out in subsection "Part Two – National Security Vetting (NSV)" below.</p>
Part One – BPSS Compliance	
S 504.4	Procedures
S 504.4.1	<p>As defined in Scope section S 514 (Information Systems and Security), the Consultant produces a security management plan to ensure the confidentiality, integrity and availability of the Client's asset (materials and information).</p>
S 504.4.2	<p>The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph S 504.2.1 applies prior to their employment on the contract.</p> <p>Where verification of identity is not straightforward, but a risk-based decision is taken to employ an individual, the Consultant notifies the Service Manager and records the matter on the Early Warning Register.</p>
S 504.4.3	<p>The Consultant takes all necessary measures to confirm that any previous security checks carried out on existing Staff meet the requirements of the BPSS, either in full or by exception, using the risk management assessment process guidance contained in the "HMG Security Policy Framework", "HMG Personnel Security Controls" and "HMG Baseline Personnel Security Standard".</p>
S 504.4.4	<p>The Consultant notes that, for existing Staff with more than 3 years continuous employment and who have not had any access passes or permits revoked in that time, the requirements for references in the BPSS security check can be deemed to be discharged by a letter, from the Consultant's human resources (HR) team or one of its Directors, certifying the same.</p>
S 504.4.5	<p>The Consultant reconciles any gaps identified between the BPSS and existing security checks in accordance with the requirements of the BPSS.</p>

- S 504.4.6 ~~The Consultant maintains full and auditable records of all security checks carried out on Staff and makes such records available to the Service Manager for audit purposes upon request.~~
- S 504.4.7 ~~The Consultant ensures that subConsultants (at any stage of remoteness from the Client) maintain full and auditable records of security checks carried out on staff and make such records available to the Service Manager for audit purposes upon request.~~
- S 504.4.8 ~~If~~
- ~~• the Project Manager discovers any non-compliance with the requirements of the BPSS from the audit process,~~
 - ~~• the Consultant or subConsultant (at any stage of remoteness from the Client) fails to keep full records of security checks carried out on Staff or~~
 - ~~• the Consultant or subConsultant (at any stage of remoteness from the Client) fails to make such records available upon request~~
- ~~the Service Manager may~~
- ~~invoke individual withdrawal of permits or passes to Staff or~~
- ~~• invoke systematic withdrawal of permit or passes to Staff,~~
 - ~~• require that an independent audit of the Consultant's BPSS security checks procedure is undertaken at the expense of the Consultant and~~
 - ~~• instruct the Consultant to take appropriate action to immediately address any non-compliance with the BPSS notified to it by the Service Manager.~~
- S 504.4.9 ~~The Consultant notes that the BPSS does not constitute a formal security clearance. The BPSS is the recognised standard for the pre-employment screening of individuals with access to government assets. It is not a formal security clearance, but its rigorous and consistent application that underpins the NSV process. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.~~

S 504.5 Security check process for BPSS

- S 504.5.1 ~~The security check process of the BPSS follows the guidance provided in "HMG Baseline Personnel Security Standard May 2018" (see link in **Annex 02**).~~
- S 504.5.2 ~~The specific requirements for verification of each of the four main elements above are set out in "Part II – The Verification Process of the HMG Baseline Personnel Security Standard" (see link in **Annex 02**).~~
- S 504.5.3 ~~Information collected at each stage of the process is reviewed, assessed and recorded by the Consultant in line with the BPSS form set out in **Annex 04**. The Service Manager informs the Consultant of the personnel security data requirements to support access control.~~

S 504.6	Nationality and immigration status (including an entitlement to undertake the work in question) – outline requirements
S 504.6.2	The <i>Consultant</i> takes the necessary steps to ensure that an individual has the right to remain in the UK and undertake the work in question, including a review of the individual's settlement status as required under the "EU Settlement Scheme" (see link in Annex 02) where applicable.
S 504.6.3	The <i>Consultant</i> applies all checks consistently and complies with its obligations under the "Equality Act 2010" (see link in Annex 02).
S 504.7	Approval for employment
S 504.7.1	General guidance and requirements post BPSS verification are contained in "Part IV—Post Verification Process of the HMG Baseline Personal Security Standard" (see link in Annex 02). An outline description of the core requirements is included below but does not relieve the <i>Consultant</i> from its obligation to comply with all the requirements of the BPSS.
S 504.7.2	Subject to paragraph S 504.7.3 and unless advised to the contrary by the <i>Client</i>, all Staff for whom a completed BPSS has been submitted are treated by the <i>Consultant</i> as suitable to undertake the duties referred to in paragraph S 504.2.1.
S 504.7.3	The <i>Client</i> ordinarily requires a period of 3 (three) working days from receipt of a fully completed BPSS security check for its internal approvals process and prior to the subsequent issue of access permits and passes. The <i>Client</i> may exclude from the <i>Client's</i> premises, any individual for whom a BPSS is not supplied, is incomplete or is otherwise unsatisfactory.
S 504.7.4	BPSS checks with a sealed criminal record declaration are assessed separately on a case-by-case basis by the <i>Client</i>. The <i>Client</i> advises the <i>Consultant</i> if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph S 504.2.1.
S 504.8	Incomplete or unsatisfactory BPSS verification records
S 504.8.1	Where a BPSS is incomplete or is otherwise unsatisfactory, the <i>Service Manager</i> advises the <i>Consultant</i> of the deficiencies and the actions needed to correct them.
S 504.9	Renewal of the BPSS
S 504.9.1	Under most circumstances, renewal of the BPSS is not required.
S 504.9.2	The <i>Consultant</i> rechecks the immigration status of migrant Staff before their current right to remain in the United Kingdom visa expires or within 12 months of the previous check, whichever is the sooner. These checks are repeated until

~~the employee can demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.~~

- S 504.9.3 ~~The Service Manager instructs the Consultant to carry out additional security checks on any Staff required to operate in or on List X (see definition in Annex 01 and link in Annex 02) premises owned, operated or accessible by the Client.~~
- S 504.9.4 ~~If an individual, who has previously been the subject of a BPSS check, leaves the employment of the Consultant and is subsequently re-employed by the Consultant within twelve months, the original security check authorisation may be reinstated. The Client may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check is to be carried out.~~

S 504.10 Ongoing personnel security management (“aftercare”)

- S 504.10.1 ~~The Consultant monitors, manages and supports the required behaviours of Staff who are approved for work on the contract in line with the principles contained in the “HMG Security Policy Framework” and reports to the Service Manager immediately if the continuing suitability of an individual is in doubt.~~
- S 504.10.2 ~~Where the Consultant reports a case of doubt or the Service Manager considers that the actions of any individual does not conform to the Client’s required behaviours, the Service Manager may instruct the Consultant to review the performance of the individual concerned. The Consultant takes appropriate action in consequence of the review, which may include~~
- ~~• agreeing a performance improvement plan;~~
 - ~~• a temporary suspension of permits and passes or~~
 - ~~• removal of the individual in accordance with NEC4 NEC clause 21.2 of the conditions of contract.~~

S 504.11 Retention of documentation

- S 504.11.1 ~~The documentation associated with the BPSS check is retained by the Consultant until Completion is reached and for a period of twelve calendar months after the individual has ceased to be employed on the contract.~~
- S 504.11.2 ~~The Consultant destroys all electronic and paper copies of documentation which it is no longer required to retain.~~

Part Two – National Security Vetting (NSV)

S 504.12 Procedures

- S 504.12.1 ~~In all cases, verification of identity and the individual’s entitlement to undertake the work in question is to be carried out before embarking on NSV.~~
- S 504.12.2 ~~Other than in exceptional circumstances, the NSV is not to be undertaken before the individual’s BPSS check has been completed satisfactorily. The~~

~~Consultant agrees with the Service Manager, on a case by case basis, any exceptional cases where the NSV and the BPSS procedures are required to be carried out in parallel.~~

S 504.12.3 ~~If NSV is required, then this is managed and undertaken by the Consultant or subConsultant (at any stage of remoteness from the Client).~~

S 504.12.4 ~~Where the Service Manager determines that the NSV is required, the approval process set out in section S 504.7 does not apply, unless the Service Manager instructs otherwise. Access permits and passes are only issued on satisfactory completion of the NSV.~~

S 504.13 Passes

S 504.13.1 All Staff are required to carry a *Client's* pass whilst working in any of the *Client's* premises as per the *Client's* security policies and included in the *Consultant's* security management plan.

S 504.13.2 The *Consultant* submits to the *Client* a list of the names of individuals for whom passes are required. The *Client* issues the passes to the *Consultant*. Each pass is returned to the *Client* by the *Consultant* when the individual no longer requires access to the *Client's* premises or after the *Client* has given notice that the individual is not to be admitted to any of the *Client's* premises.

S 504.14 Recorded images

S 504.14.1 The *Consultant* does not take recorded images, for example, photographs or videos, of the *Client's* premises or any part of them unless it has obtained the approval of the *Client*.

S 504.14.2 The *Consultant* takes the measures needed to prevent Staff taking, publishing or otherwise circulating such recorded images.

S 505 Not Used

S 506 People Strategy

S 506.1 Equality, Diversion and Inclusion

S 506.1.1 The *Consultant* assists the *Client* in achieving its equality, diversity and inclusion (EDI) ambition to build an inclusive culture. An inclusive culture encourages, supports and celebrates diverse voices to improve the experience of the *Client*, its supply chain (at any stage of remoteness from the *Client*) and its customers. The *Client's* intention is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain (at any stage of remoteness from the *Client*) and its employees.

The *Client* believes that to achieve its vision of a safer, more reliable and greener strategic road network that uses new technology, supports the economy and is

integrated into the national transport network, it needs to deliver an inclusive, accessible strategic road network and services that meet the needs of the diverse customers and communities it serves.

This requires the *Client* to work collaboratively with its diverse supply chain (at any stage of remoteness from the *Client*) so that its working practices are inclusive, and the strategic road network is accessible and integrated for both its users and communities living alongside the network.

The *Client* therefore requires the *Consultant* to demonstrate how it develops an iterative approach in supporting the *Client* and in meeting its equality, diversity and inclusion ambitions throughout the *service*.

The *Client* also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive.

The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of equality, diversity and inclusion as well as actively support its wider vision.

S 506.2 Inclusion Action Plan (IAP)

S 506.2.1	Not Used
S 506.2.2	Not Used
S 506.2.3	Not Used
S 506.2.4	Not Used
S 506.2.5	Not Used
S 506.2.6	Not Used
S 506.2.7	Not Used

S 506.3 Employment and Skills

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed.

- S 506.3.1 The *Consultant* ensures that the skills, resources and capabilities are in place, in its own organisation and throughout its supply chain (at any stage of remoteness from the *Client*), to deliver the *service* and the performance required including
- quantification and delivery of any new employment opportunities that is generated whilst Providing the Service and outlining how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*)

- attracts new people to apply, considering under-represented groups that have not historically seen the sector as a career option. For example, women, Black, Asian and other ethnic minority groups, the long term unemployed, those not in employment, education or training (NEETs) and people with disabilities and
 - recruits new people into the sector,
 - identification and delivery of opportunities to develop and deploy new skills that contributes to improved performance against the *Client's* key performance indicators (KPIs) and imperatives This includes those new skill areas outlined in the “Transport Infrastructure Efficiency Strategy” (see link in **Annex 02**) and
 - identification and delivery of opportunities to improve perceptions of careers within the highways sector including through outreach, work placements/ experience and apprenticeships to develop a new talent pool for the sector. This includes assisting the *Client* in delivering on its commitments in relation to the “Transport Infrastructure Skills Strategy: Building Sustainable Skills” (see link in **Annex 02**).
- S 506.3.2 Within **four** weeks of contract award, the *Consultant* prepares and submits the “Employment and Skills Plan” (ESP) in accordance with the template in section S 506.5 to the *Service Manager* for acceptance.
- S 506.3.3 A reason for the *Service Manager* not accepting the ESP is that it does not demonstrate how the *Consultant* complies with the contract,
- demonstrate how the requirements are passed down the supply chain (at any stage of remoteness from the *Client*),
 - clearly define outputs and how they are measured and
 - meet the requirements or provides evidence of how the *Consultant*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - holds itself and its supply chain (at any stage of remoteness from the *Client*) to account in delivering the ESP or
 - monitors and provides evidence of year on year improvement.
- S 506.3.4 The *Consultant* appoints an individual as employment and skills lead to
- be responsible for ensuring the implementation and on-going development of the ESP,
 - ensure quarterly reports and information are provided as required,
 - facilitate continuous improvement reviews and
 - act as a single point of contact on all matters concerning employment and skills for the *service*.
- S 506.3.5 The *Consultant* submits to the *Service Manager* for acceptance a workforce planning annual report of the *Consultant's* workforce planning and development

data. The *Consultant* uses the template in section S 506.6 twelve months after submission of the ESP, and every 12 months after that, until Completion.

- S 506.3.6 A reason for the *Service Manager* not accepting the workforce planning annual report is that it does not demonstrate how the *Consultant*
- complies with the contract,
 - complies with any guidance issued by the *Client*,
 - supports the aims of the Transport Infrastructure Skills Strategy: Building Sustainable Skills or
 - successfully addresses any shortfall in Staff skills within the *Consultant's* organisation or its supply chain (at any stage of remoteness from the *Client*).
- S 506.3.7 The *Consultant* supports the *Client*, in undertaking continuous improvement reviews of all information regarding the *Consultant's* progress in delivering against the provisions of employment and skills requirements including
- ensuring that its supply chain (at any stage of remoteness from the *Client*) maintain and retain records relating to the ESP and its compliance with the contract and
 - granting or procuring the grant of access to any
 - premises used by the *Consultant* in Providing the Service whether its the *Consultant's* own premises or otherwise and
 - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether its the *Consultant's* own equipment or otherwise and
 - complying with the *Client's* requests for access to senior personnel engaged in Providing the Service.

S 506.4 Skills and Apprenticeships

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed.

- S 506.4.1 The *Client* is required to monitor and report to the Department for Transport (DfT) on apprenticeships created and in place in the delivery of its programme. To support this the *Consultant* delivers new apprenticeships on the contract. The *Consultant* submits to the *Service Manager*, on a quarterly basis, the apprenticeship report as detailed in section S 506.7. The due dates for this reporting are confirmed to the *Consultant* by the *Service Manager* after the *starting date*.

S 506.5 Employment and Skills Plan (ESP)

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed.

S 506.5.1 The ESP is comprised of four sections

- section 1 - Workforce Planning and Development Data,
- section 2 - Methodology,
- section 3 - Statement of Outputs and
- section 4 - Implementation Action Plan.

S 506.5.2 Section 1 – Workforce Planning and Development Data

This section includes analysis and reports on workforce planning and development data for the Scope. This analysis includes,

- an assessment of supply and demand of people capacity and capability needed to deliver the *service* including through its supply chain (at any stage of remoteness from the *Client*),
- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in **Annex 02**),
- a baseline workforce diversity profile,
- an assessment of market intelligence on supply of labour within the market and
- preferred employment and skills solutions to address capacity and skills gaps.

S 506.5.3 Section 2 – Methodology

This section describes

- how the commitments in the Quality Statement are to be delivered and built on,
- how the *Consultant* community (trade Consultants, subConsultants, partners working on the contract) have been engaged in the development and its support secured for subsequent delivery of the ESP and
- how the target outputs as set out in the ESP have been identified.

S 506.5.4 Section 3 – Statement of Outputs

This section includes a statement of all outputs to be delivered as part of the ESP which includes

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either one apprenticeship for every
 - **£ 3million** by which the Price for Service Provided to Date is forecast to or changes (whichever is the greater) or

- 2.5% of the total workforce forecast to be or actually engaged on the contract (whichever is greater),
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the *service*, the context and how these are delivered and
- in delivering on the apprenticeship targets, the *Consultant* assists the *Client* in its commitment to increasing the diversity of the sector's workforce and to contributing to achieving the Transport Infrastructure Skills Strategy: Building Sustainable Skills ambition of
 - 20% of new entrants to engineering and technical apprenticeships to be female by 2020, achieving parity with the working population by 2030,
 - meeting the government's target for the number of Black, Asian and minority ethnic candidates undertaking apprenticeships and
 - identification and quantification of any additional outputs not scheduled in Table 1 and how these will be delivered.

TABLE 1: OUTPUT TYPE, PRIORITY & DEFINITION

Output type	Priority Area	Definition
Worklessness (as defined by the Office of National Statistics (see link in Annex 02))		
Workless job start (26 weeks sustained)		A new job start, sustained for at least 26 weeks, where the candidate was previously Workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously Workless.
Apprenticeships		
Apprenticeship start		New Staff recruited as an apprentice into the workforce and enrolled on an approved "apprenticeship standard" (see link in Annex 02) relevant to the delivery of the <i>service</i> .
Existing apprenticeship		An existing member of Staff who is enrolled onto an approved apprenticeship standard to up skill the workforce.
Job Creation		

Job start		A new job start for an individual recruited because of the contract. This could include a graduate job start (non Workless).
Educational/Career Support		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at technician, incorporated and chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the <i>service</i> at no cost the individual. This includes National Vocational Qualifications (NVQs), health and safety qualifications and leadership qualifications.
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry.

S 506.5.5 The following output assists the *Consultant* in achieving the objective shared training initiatives such as “Shared Apprenticeship Schemes” (see link in **Annex 02**).

S 506.5.6 Section 4 – Implementation Action Plan (ImAP)

This section is an action plan detailing

- the actions the *Consultant* plans to take to deliver on the objectives,
- what the milestones are to complete these actions,

- when these milestones are to be delivered,
- what outputs and outcomes it expects to achieve and
- who is responsible for delivering each action.

S 506.5.7 The ImAP details

- how compliance is supported, managed and monitored throughout by the *Consultant* and its supply chain (at any stage of remoteness from the *Client*),
- how the effectiveness of the ImAP is evaluated, lessons learned, captured and shared to improve employment and skills practice by the *Consultant* and its supply chain (at any stage of remoteness from the *Client*) for the contract and for future contracts and
- how the *Consultant* and its supply chain (at any stage of remoteness from the *Client*) intends to build capability to deliver inclusive recruitment.

S 506.5.8 In relation to improving inclusive recruitment capability the ImAP includes how the *Consultant*

- reviews attraction and recruitment policies and procedures to ensure the eradication of practices that
 - are discriminatory,
 - create unfair conditions of employment or
- create unequal rates of pay that cannot be justified,
- identifies and removes existing and potential barriers, as outlined in “Recruiting for Success” (see link in **Annex 02**), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Consultant* or its supply chain (at any stage of remoteness from the *Client*),
- engages in outreach activities and publicises vacancies to encourage applicants from a diverse range of groups. This includes how the *Consultant* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and, that the workforce used to Provide the Service becomes increasingly reflective of the diverse communities served by the *service*,
- quantitatively and qualitatively monitors and reports on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- gains external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- reviews and supports each of its subConsultants to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of the contract and
- collaborates with the *Client* and other suppliers to effectively share good practice, learn from experience and find new ways to attract and recruit a

workforce that reflects the diverse communities to be served by the Road Period.

S 506.6 Workforce planning annual report template and guidance

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed.

S 506.6.1 The workforce planning annual report consists of the following two sections

- progress in the previous 12 months the current position and
- plan for the next 12 months.

S 506.6.2 Progress and current position consists of

- an assessment of the *Consultant's* performance against targets set for the last 12 months with supporting evidence and details explaining any variance from the plan,
- a workforce diversity profile showing change in the past 12 months and any variance from the plan,
- a revised assessment of supply and demand, people, capacity and capability needed to deliver the *service* including through its supply chain (at any stage of remoteness from the *Client*) and
- a revised assessment of market intelligence on supply of labour within the market.

S 506.6. Plan for the next 12 months consists of

- a revised forecast of annual gaps in people capacity and capability,
- an update of preferred employment and skills solutions to address capacity and skills gaps,
- a forecast of annual gaps in people capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the “occupational descriptors” (see link in **Annex 02**) and
- a narrative explaining the changes that have been proposed and how they will deliver the intended results.

S 506.7 Reporting template and guidance for apprenticeships

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed.

S 506.7.1 The *Consultant* ensures that the *Service Manager* can identify all apprentices individually appointed under the requirements of the contract. The *Consultant* provides a rolling three-month monitoring report to the *Service Manager* within five working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed (or proposed

to be appointed) under the contract but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 7) in accordance with Table 2 below as set out in the UK Government’s “A guide to apprenticeships” publication of March 2019” (see link in **Annex 02**) (and as amended),
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the “Standard Occupation Classification (SOC) 2020 codes” (see link in **Annex 02**),
- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

Table 2 – Description of apprenticeship levels		
Name	Level	Equivalent educational level
Intermediate	2	5 GCSE passes at grade A*-C or 9-4
Advanced	3	2 A level passes/ Level 3 Diploma/ International Baccalaureate
Higher	4, 5, 6 and 7	Foundation degree and above
Degree	6 and 7	Bachelor’s or master’s degree

S 506.7.2 The *Consultant* submits its return using the “Apprenticeship data collection form” (see link in **Annex 02**).

S 506.8 Collection, analysis and use of workforce data

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to, this shall include consideration of the scope of services previously prescribed

S 506.8.1 Background

S 506.8.1.1 The *Client* recognises that developing a diverse and inclusive supply chain and workforce is critical in meeting the needs and expectations of road users and communities. Collecting, analysing and using workforce data is an essential part of this. It helps the *Client* and the *Consultant* to identify areas of development so that the experience of the *Client's* and the *Consultant's* workforces and the services they deliver to diverse customers and communities are improved.

S 506.8.1.2 As part of its equality, diversity and inclusion activity, the *Client* requires the *Consultant* and its subConsultants (at any stage of remoteness from the *Client*) to take part in an annual workforce diversity data benchmarking exercise. The exercise is run in collaboration with the "Supply Chain Sustainability School" (SCSS) and uses the SCSS's "Diversity Sustainability Tool" (including any revisions or updates to the tool which are made from time to time) (see links in **Annex 02**) online to collect data, which the *Consultant* and its subConsultants (at any stage of remoteness from the *Client*) use free of charge.

S 506.8.2 Methodology

S 506.8.2.1 The *Consultant* provides anonymised workforce data on an annual basis using the SCSS's "Diversity Sustainability Tool". This data is provided by the *Consultant* in a 12-week period between June and September each year. The data provided relates to the *Consultant's* and subConsultant's (at any stage of remoteness from the *Client*) organisations in their entirety, for all employees engaged in contracts.

There are two versions of the tool

- 'lite' version
 - which is used where the *Consultant* has 250 employees or less and
- full version
 - which is used where the *Consultant* has more than 250 employees

Once the *Consultant* has completed its submission, it receives access to a personalised dashboard which allows the *Consultant* to easily benchmark itself against its cohorts and track its progress year on year.

S 506.8.2.2 The *Consultant* uses the data collected to

- support its Inclusion Action Plan as set out in Scope section S 506.2,
- support its Employment and Skills Plan as set out in Scope section S 506.5 and
- provide data to meet the *Client's* social value metrics.

S 506.9 Roads Academy

S 506.9.1 - Not Used
10

S 507 Discrimination, Bullying & Harassment and Modern Slavery

- S 507.1 The *Consultant* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
- S 507.2 In Providing the Service, the *Consultant* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to
- eliminate unlawful discrimination, harassment and victimisation,
 - advance equality of opportunity between different groups and
 - foster good relations between different groups.
- S 507.3 The *Consultant* ensures that its employees, or subConsultant employees (at any stage of remoteness from the *Client*) comply with the *Client's* requirements. Where a *Consultant* is required to carry out any activity on the *Client's* premise or alongside the *Client's* employees on any other premise complies with the requirements of the
- Discrimination Acts and
 - *Client's* "Respect at Work" policy
- (see links in **Annex 02**).
- If the *Service Manager* considers that the presence or conduct of any Staff or subConsultants (at any stage of remoteness from the *Client*) at any location relevant to Providing the Service is in breach of the *Client's* policies, the *Service Manager* instructs the *Consultant* to implement corrective action.
- S 507.4 The *Consultant* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* under the Discrimination Acts in connection with the contract and
- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
 - attends (and permits a representative from the Client to attend) any associated meetings,
 - promptly allows access to any relevant documents and information and
 - co-operates fully and promptly with the investigatory body, court or tribunal.
- S 507.5 The *Consultant* complies with all applicable human rights and employment laws and Procurement Policy Notice 02/23 (PPN 02/23) (see link in **Annex 02**) in the jurisdictions in which it works in and has robust means of ensuring that the subConsultants (at any stage of remoteness from the *Client*) also comply.

- S 507.6 The *Consultant* complies with the *Client's* "Anti-slavery (Human Trafficking) policy" (see link in **Annex 02**) and familiarises itself with the *Client's* "Anti-slavery and human trafficking statement" (see link in **Annex 02**).
The *Consultant* carries out an annual audit to monitor its compliance with the "Modern Slavery Act 2015" and PPN 02/23 (see links in **Annex 02**) under its existing *Client* contracts. The *Consultant* prepares and delivers to the *Service Manager* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement and
 - a risk register with mitigating actions
- which comply with the "Modern Slavery Act 2015" and PPN 02/23 (see links in **Annex 02**) sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 507.7 The *Consultant* does not purchase any raw materials, resources or products that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice complies with PPN 02/23 (see link in **Annex 02**).
- S 507.8 The *Consultant* ensures that any subConsultant (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S 507. The *Consultant* implements due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the contract.
- S 507.9 The *Consultant* ensures that its Staff and subConsultants (at any stage of remoteness from *Client*) have not been convicted of slavery or human trafficking offences anywhere in the world.
- S 507.10 The *Consultant* reports the discovery or suspicion of any slavery or trafficking by it or its subConsultants (at any stage of remoteness from the *Client*) to the *Client* and the "Modern Slavery Helpline" (see details in **Annex 02**).
- S 507.11 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to Providing the Service, contains provisions to the same effect as this section S 507. The *Consultant* may propose to the *Service Manager* for agreement, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the delivery of the service, does not comply with the requirements of this section S 507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S 507 in the specific contract. The *Consultant* provides further details when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from including some or all of the requirements of this section S 507 in the specific contract.

A reason for not accepting is that the *Service Manager* considers it practicable to include some or all of the requirements of this section S 507 in the specific subcontract.

S 507.12 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 508 Conflict of Interest

- S 508.1 The Consultant does not take an action which would cause an actual or potential conflict of interest to arise in connection with the contract. The Consultant immediately notifies the Service Manager if an actual or potential conflict of interest arises, including if there is any uncertainty about whether an actual or potential conflict of interest exists or arises. The Consultant designates and notifies the Service Manager of the senior officer responsible for monitoring and overseeing conflicts of interest.
- S 508.2 The Consultant notifies its employees and subConsultants (at any stage of remoteness from the Client) who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the service and that if one does arise, they immediately notify the Service Manager.
- S 508.3 The Consultant ensures that any employee and any subConsultant (at any stage of remoteness from the Client) ensures that any of its employees who are Providing the Service, complete a conflict of interest form (see link in **Annex 02**) whenever they become aware of an actual or potential conflict of interest. Unless the Service Manager requests otherwise, a conflict of interest form is completed and submitted to the Service Manager on an annual basis. The Consultant notifies the Service Manager if an actual or potential conflict of interest is declared.
- S 508.4 The *Consultant* ensures that any subConsultant (at any stage of remoteness from the *Client*) immediately notifies the *Consultant* and the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 508.5 If the *Consultant* or subConsultant (at any stage of remoteness from the *Client*) notifies the *Service Manager*, of any actual or potential conflict of interest or, if the *Service Manager* becomes aware of any or actual or potential conflict of interest, the *Service Manager* may
- require the *Consultant* to stop Providing the Service until any conflict of interest is resolved,
 - require the *Consultant* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest and
 - where it considers an actual or potential conflict of interest can be managed, require the *Consultant* to submit a conflicts of interest management plan for acceptance by the *Service Manager*.

A reason for not accepting the proposal is that it does not

- resolve,
- manage,
- remedy or
- mitigate

the conflict of interest.

The *Consultant* amends the proposal in response to any comments and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the conflicts of interest management plan once it has been accepted.

S 509 *Client's* Fair Payment Charter, Supplier Counter Fraud, Bribery, and Corruption Code of Conduct

S 509.1 The *Consultant* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client's*

- "Fair Payment Charter" and
- "Supplier Counter Fraud, Bribery and Corruption Code of Conduct"

(see links in **Annex 02**) throughout Providing the Service.

S 509.2 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 510 Communication system

S 510.1 The *Consultant* uses the Communication system identified by the *Service Manager*, including

- internet based collaboration tool,
- electronic mail system or
- standard forms and templates.

Refer to PSC core clause 13.2 and S 514 Information Systems and Security]

S 510.2 Electronic Data Interchange (EDI)

- Data: Types and classes of communication: All communications with the exception of legal notices
- Parties: Between: The *Client*, *Service Manager* and the *Client's* Project Team as per the project protocol established and advised by the *Service Manager*.
- Requirements: All drawings to be in CAD and PDF

S 511 Communication

S 511.1 Communication general requirements

- S 511.1.1 The *Client* has final control over the wording and design of all public facing material while the *Consultant* delivers the *service*.
- S 511.1.2 The *Consultant* ensures that all its communication activity supports the key themes and approaches within the *Client's* "Communications Strategy" (see link in **Annex 02**).
- S 511.1.3 The *Consultant* does not, unless agreed otherwise with the *Service Manager*
- make any comment to the press regarding the service, give interviews, allow interviews to be given, or take part in any television, radio or web-based programmes, including social media channels, relating to the service,
 - allow any subConsultants (at any stage of remoteness from the *Client*) to make any comment to the press or via social media channels regarding the service, give interviews, allow interviews to be given, or take part in programmes relating to the service,
 - issue press, news releases or other text, artists' impressions, filmed images, drawings, plans, CAD data, photographs or similar relating to the service,
 - publish any public communications, including digital communications, relating to the service,
 - use site hoardings or notices, or allow them to be used, for the purposes of advertising or
 - use images or text relating to the *service* for advertising or publicity purposes.
- S 511.1.4 If the *Service Manager* agrees that the *Consultant* can undertake any of the activities listed in S 511.1.3, all material must be agreed for distribution or publication by the *Service Manager* prior to its release. The *Consultant* makes it explicitly clear on all material that they are working on behalf of the *Client*.
- S 511.1.5 All media engagement occurs through the *Client's* press office unless otherwise agreed with the *Service Manager*. The *Consultant* provides the press office contact information to the enquirer if it receives any communication in relation to the contract from
- media enquiries (including social media),
 - identified stakeholder groups at regional or national level (including police forces and police crime commissioners, breakdown companies and local authorities), and
 - elected representatives (including Members of Parliament (MPs))
- The *Consultant* immediately notifies the *Service Manager* and must not respond directly to any enquiries about, or on behalf of, the *Client* unless agreed with the *Service Manager*.
- S 511.1.6 The *Client* operates a customer contact centre (CCC) to receive all public complaints and enquiries through a phone line and email account 24 hours per

day, seven days per week. The *Consultant* provides the *Client's* CCC with a telephone number and email address as a single point of contact.

S 511.1.7 The *Consultant* provides information to allow the *Service Manager* to respond to an enquiry from the media, public or any other stakeholder. The *Consultant* provides the required information as soon as possible (considering the nature and circumstances of the enquiry) and within 24 hours of the request, unless agreed otherwise with the *Service Manager*. Where required the *Consultant* sends the agreed response via the *Consultant's* own media channels, unless otherwise agreed with the *Service Manager*.

S 511.1.8 The *Consultant* provides the *Service Manager* with any information which enables the *Client* to provide both advance and reactive notice to the media in relation to the *service*. Examples of this information include

- dates of work,
- duration of work,
- times of work,
- type of work,
- reasons for work,
- location of work,
- potentially affected roads,
- proposed lane closures,
- traffic safety and management measures,
- road diversion routes (where applicable) and
- types of impact (for example potential for noise, dust and vibration).

S 511.1.9 The *Consultant* provides advanced notification to the *Service Manager* where other parties may be affected by the *works* including

- road users (including walkers, cyclists, and horse riders),
- local residents,
- commercial premises,
- local community groups,
- local authorities,
- elected representatives,
- consent granting bodies,
- business trade groups,
- statutory undertakers,
- educational institutions,
- health care providers,

- care homes,
- transportation hubs (airports, ports, train stations) and
- emergency services

enabling the *Client* to effectively communicate this information via its own media channels.

S 511.1.10 The *Consultant* catalogues and records all documents and activities, relating to communications undertaken, during the duration of the contract (including any *defects correction period*), using the *Client's* customer relationship management system (CRM) referenced in S 526.4.1 and in accordance with Scope Section S 562 (records).

S 511.1.11 When requested by the *Service Manager*, the *Consultant* supports the delivery of the overall project communications plan.

S 511.1.12 Not Used

S 511.1.13 Not Used

S 511.2 Media Relations

S 511.2.1 The *Consultant* accepts that the *Client* can issue press notices and generate other publicity in relation to the contract (e.g. offering media interviews, site visits (media or otherwise), or placing articles in the press).

S 511.2.2 The *Consultant* immediately informs the *Service Manager* of any possible reactive or proactive media opportunities in relation to the contract, including any sensitive issues or good news issues that may attract media interest.

S 511.2.3 Not Used

S 511.3 Social media

S 511.3.1 The *Consultant* adheres to the *Client's* "Social Media Policy" (see link in **Annex 02**) and ensures that subConsultants (at any stage of remoteness from the *Client*) adhere to the policy.

S 511.3.2 The *Client* uses its own social media channels to promote work being undertaken on its behalf by the *Consultant*. The *Consultant* must not set up any social media channels on behalf of the *Client*.

S 511.4 Branding and Marketing

S 511.4.1 When instructed by the *Service Manager* to undertake any public facing activity, the *Consultant* produces all information and communication materials in accordance with the *Client's* visual identity specifications which are

- "Our Visual Identity",

- “Normal not formal”, a guide to our corporate narrative, tone of voice and writing style and
- Branding specifications “Guidance for Consultants”

(see links **Annex 02**).

The *Consultant* ensures that the *Client’s* branding is present on all contract related materials and that all material is submitted to the *Service Manager* for acceptance at least two weeks prior to publication. Reasons for non-acceptance are that the materials

- do not follow the *Client’s* visual identity specifications or
- do not portray the message to be communicated effectively.

S 511.4.2 The *Consultant* uses the *Client’s* existing approved templates, so far as is practicable, when developing and producing communication plans and other communications materials related to the *service*.

The *Consultant* seeks agreement from the *Client* before using its own templates and materials.

S 511.4.3 The *Consultant* seeks, follows and implements the advice of the *Service Manager* and the *Client’s* communication team for all branding and design issues.

S 511.4.4 After the Completion Date, the *Consultant* removes all of the *Client’s* branding from any dedicated operations vehicles and personal protection equipment.

S 511.5 Communications about Traffic Management

S 511.5.1 - Not Used
5

S 511.6 Publicity and public relations

S 511.6.1 - Not Used
6

S 511.7 Public consultation

S 511.7.1 - Not Used
18

S 512 Data Protection

S 512.1 The Parties acknowledge that for the purposes of Data Protection Legislation

- the *Client* is the Data Controller unless otherwise specified in schedule A or schedule B (in **Annex 06**),
- the *Consultant* is the Processor unless otherwise specified in schedule A or schedule B,

- the only processing that the Processor is authorised to do is listed in schedule A by the Data Controller and is not determined by the Processor,
 - the term processing and any associated terms are to be read in accordance with article 4 of the “UK GDPR” (see link in **Annex 02**) and
 - schedule A or schedule B (in **Annex 06**) constitutes a data processing agreement where required by the Data Protection Legislation.
- S 512.2 The *Consultant* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- S 512.3 The *Consultant* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
- S 512.4 The *Consultant* obtains and maintains, until Completion all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in **Annex 02**) in respect of Providing the Service.
- S 512.5 The *Consultant* only processes Data to the extent that it relates to the
- types of Data,
 - categories of Data Subject and
 - nature and purpose
 - as set out in schedule A or schedule B (in **Annex 06**) and only for the duration specified in schedule A or schedule B unless the *Consultant* is required to do otherwise by Law. If it is so required the *Consultant* promptly notifies the Data Controller before processing the Personal Data unless prohibited by Law.
- S 512.6 Without prejudice to paragraph S 512.2 the *Consultant* processes the Data only in accordance with the instructions of the *Service Manager* unless the *Consultant* is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the *Consultant* is subject. If the *Consultant* is required to process the Data for these other reasons, they inform the *Service Manager* before carrying out the processing, unless prohibited by Law.
- S 512.7 The *Consultant* immediately informs the *Service Manager* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.
- S 512.8 The *Consultant*
- ensures that it has in place Protective Measures, for acceptance by the Data Controller, which are appropriate to protect against a Data Loss Event which takes into account the
 - nature of the data to be protected,
 - harm that might result from a Data Loss Event,

- state of technological development,
- cost of implementing any measures,
- submits the Protective Measures for acceptance by the Controller. In the event of non-acceptance, the Processor proposes alternative Protective Measures for acceptance by the Data Controller until they are accepted. Reasons for non-acceptance are inadequate Protective Measures that do not meet the requirements of this section or GDPR guidance and
- implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

The *Consultant* ensures that its processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

S 512.9 The *Consultant* submits details of its Protective Measures to the *Service Manager* for acceptance by the *Client*. A reason for not accepting them is that they are not adequate to protect against a Security Incident.

S 512.10 The *Consultant* ensures that

- the Processor Personnel does not process Personal Data except in accordance with this agreement (including schedule **A** and schedule **B**),
- it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensures that they
 - are aware of and comply with the Processor's duties under this section,
 - are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor,
 - are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this contract,
 - have undergone adequate training in the use, care, protection and handling of Personal Data and
 - do not transfer Personal Data outside of the UK unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled
 - the destination country has been recognised as adequate by the UK government in accordance with article 45 "UK GDPR" or section 74 of the "Data Protection Act 2018" (see links in **Annex 02**),
 - the Data Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with "UK GDPR" article 46 or section 75 of the "Data Protection Act 2018" (see links in **Annex 02**)) as determined by the Data Controller,
 - the Data Subject has enforceable rights and effective legal remedies,
 - the Processor complies with its obligations under Data Protection Legislation by providing an appropriate level of protection to any

Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations),

- the Processor complies with any reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data,
- at the written direction of the Data Controller, delete or return Personal Data (and any copies of it) to the Data Controller on termination of the agreement unless the Processor is required by Law to retain the Personal Data.

S 512.11 The *Consultant* ensures that access to the Data is limited to those persons who need access for the *Consultant* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for the performance of that person's duties.

S 512.12 Not Used

S 512.13 The *Consultant* provides the *Service Manager* with all reasonable assistance in the preparation of any Data Subject Access Request, for the *Client*.

Assistance, at the discretion of the Data Controller could include

- a systematic description of the envisaged processing operations and the purpose of the processing,
- an assessment of the necessity and proportionality of the processing operations in relation to the services,
- an assessment of the risks to the rights and freedoms of Data Subjects and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

S 512.14 Subject to S 512.15, the *Consultant* immediately notifies the *Service Manager* if it

- receives a Data Subject Access Request (or purported Data Subject Access Request),
- receives a request to rectify, block or erase any Personal Data,
- receives any other request, complaint or communication relating to either Party's obligations under Data Protection Legislation,
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this agreement,
- receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,
- becomes aware of a Data Loss Event,

- receives a Data Subject Access Request (or purported Data Subject Access Request),
 - receives a complaint or request relating to the *Client's* obligations under the Data Protection Legislation or
 - receives a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- S 512.15 The *Consultant's* obligation to notify under S 512.14 includes the provision of providing further information to the Data Controller, as details become available.
- S 512.16 The *Consultant* assists and co-operates with the *Service Manager* in relation to any complaint or Data Subject Access Request received pursuant to paragraph S 512.14. The *Consultant*
- provides full details of the complaint or Data Subject Access Request,
 - complies with the Data Subject Access Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Service Manager* and
 - promptly provides the *Service Manager* with any Personal Data and any other information requested to enable the *Client* to respond within the time limits to the Data Subject Access Request.
- S 512.17 The *Consultant* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Consultant*
- provides evidence for acceptance to the *Service Manager* of appropriate safeguards as required by the Data Protection Legislation. A reason for non-acceptance is inadequate measures or non-compliance with the Data Protection Legislation,
 - complies with the *Client's* offshoring of data section and
 - complies with the instructions of the *Service Manager*.
- S 512.18 The *Consultant* complies with the requirements of the *Client* and the *Service Manager* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Consultant* to destroy or delete copies of the Data is subject to the law of the European Union, the United Kingdom or a member state of the EEA to which the *Consultant* is subject to and that requires Data to be retained.
- S 512.19 The *Consultant* notifies the *Service Manager* as soon as it becomes aware of a Security Incident or any other data protection breach. The notification includes,
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
 - the likely consequences of the breach and

- the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.
- S 512.20 In the event of a Security Incident, the *Consultant* provides the *Service Manager* with full co-operation and assistance in dealing with the Security Incident including, notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the *Service Manager*.
- S 512.21 On request the *Consultant* provides to the *Service Manager* all information to demonstrate the *Consultant's* compliance with data protection.
- S 512.22 Taking into account the nature of the processing, the *Consultant* provides the Data Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under S 512.14 (within the timescales required by the Data Controller) including to promptly providing
- the Data Controller with full details and copies of the complaint, communication or request,
 - such assistance as is reasonably requested by the Data Controller to enable the Data Controller to comply with a Data Subject Request within the relevant timescales set out in Data Protection Legislation,
 - the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject,
 - assistance as requested by the Data Controller following any Data Loss Event and
 - assistance as requested by the Data Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Data Controller with the Information Commissioner's Office.
- S 512.23 The Processor maintains complete and accurate records and information to demonstrate its compliance with this data protection section. This requirement does not apply where the Processor employs fewer than 250 staff, unless
- the Data Controller determines that the processing is not occasional,
 - the Data Controller determines the processing includes special categories of data as referred to in article 9(1) of the "UK GDPR" or Personal Data relating to criminal convictions and offences referred to in article 10 of the "UK GDPR" (see link in **Annex 02**) or
 - the Data Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- S 512.24 Before allowing any Sub-Processor to process any Personal Data related to the contract, the *Consultant*
- notifies the *Client* in writing of the intended Sub-Processor and processing,

- obtains the agreement of the *Service Manager*,
- enters into a written agreement with the Sub-Processor which gives effect to the terms set out in the contract such that they apply to the Sub-Processor and
- provides the *Service Manager* with information regarding the Sub-Processor as the *Service Manager* requires.

S 512.25 The *Service Manager* may, at any time revise this section S 512 and **Annex 06** by replacing it with any applicable controller to processor standard provisions or similar terms forming part of an applicable certification scheme.

S 512.26 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

S 512.27 The Processor allows for audits of its Data Processing activity by the Data Controller or the Data Controller's designated auditor.

S 512.28 Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.

S 512.29 Before allowing any Sub-processor to process any Personal Data related to this agreement, the Processor

- notifies the Data Controller in writing of the intended Sub-processor and processing,
- obtains the written consent of the Data Controller,
- enters into a written agreement with the Sub-processor which gives effect to the terms set out in this data protection section which apply to the Sub-processor and
- provides the Data Controller with information regarding the Sub-processor as the Data Controller requires.

The Processor remains fully liable for all acts or omissions of any of its Sub-processors.

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Data Controller gives the Processor not less than 30 working days' notice if it amends this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

S 512.30 Not Used

S 512.31 A failure to comply with this section S 512 is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 513 Offshoring of data

S 513.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Consultant* and submitted to the *Client* in accordance with the

“HMG Security Policy Framework (SPF)” and the *Client’s* Information Security Data Security Standard and the “NHPOL Information Management Policy” (see links in **Annex 02**).

S 513.2 The *Consultant* does not engage in any Offshoring activity inclusive but not limited to storing data, providing services or solutions that are classified in the OFFICIAL tier or higher in accordance with the “HMG Government Security Classifications” (see link in **Annex 02**).

The *Consultant* does not

- keep any data offshore,
- allow in any way for data to be accessed from an offshore location,
- host the *Client’s* project systems, services or information outside the UK,
- allow staff based outside the UK to have access to the *Client’s* systems, services or information,
- bring “landed resources” (foreign nationals) to the UK to have access to the *Client’s* systems, services or information
- develop system applications outside the UK or
- send diagnostic data to an organisation outside the UK as a result of break / fix activity

until the *Service Manager* has confirmed to the *Consultant* that

- the *Service Manager* has gained approval for such action in accordance with the *Client’s* “NHPOL0107 Offshoring Policy” (see link in Annex 02) or
- such approval is not required.

S 513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment acceptable to the *Client* or
- the *Service Manager* confirms to the *Consultant* that no Risk Assessment is required.

S 513.4 The *Consultant* complies with an instruction from the *Service Manager* to provide any information required to allow the *Client* to

- gain approval for storing data or allowing access to data from an offshore location in accordance with S 513.2 or
- conduct a Risk Assessment for any premises in accordance with S 513.3.

S 513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section.

- S 513.6 The *Consultant* complies with an instruction from the *Service Manager* to provide any relevant information regarding its subConsultants (at any stage of remoteness) enabling the *Client* to conduct a Risk Assessment.
- S 513.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 514 Information Systems and Security

S 514.1 General Requirement

- S 514.1.1 This section sets out the requirements in respect of Information Systems that
- are developed, procured, provided and made available to the *Client* by the *Consultant* for the purposes of performing the information requirements under the contract,
 - are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under the contract,
 - are provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract and
 - are likely to be provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under the contract.
- S 514.1.2 To the extent that the *Consultant* is required to create or maintain any information under the contract in electronic format, the *Consultant* ensures that, at all times
- a format is agreed with the Client and is in accordance with the “National Highways Backup & Recovery Security Standard” (**see link in Annex 02**),
 - information is maintained to allow fast and efficient electronic transfer of information to the *Client* or Others
 - without additional costs to the *Client* or Others,
 - without the need for complex, expensive procedures or processes and
 - in any event a format that complies with the *Client’s* requirements for transfer.
 - such information is backed up in accordance with the “National Highways Backup & Recovery Security Standard” (see link in **Annex 02**) and
 - it implements, complies with and ensures that its subconsultants (at any stage of remoteness from the *Client*) implements and complies with all procedures for information back-up and off-site storage referred to in this section.

- S 514.1.3 The *Consultant* maintains all its Information Systems to enable its segregation from any other computer or electronic storage devices, systems, materials or information of the *Consultant*.
- S 514.1.4 The *Consultant* maintains all its Information Systems to enable transfer to the *Client* or an Incoming Consultant, efficiently and without additional expense or delay immediately on termination or expiry of the contract.
- S 514.1.5 The *Consultant* agrees an information handover and retention plan with the *Client* prior to the termination or expiry of the contract.
- To the extent that the *Consultant* is required to create, maintain or hold any information under the contract, the *Consultant's* information handover and retention plan defines the disposition of the *Client's* information on termination or expiry of the contract with respect to
- handover to the *Client*,
 - destruction in accordance with the “National Highways Secure Sanitisation and Disposal Standard” (see link in **Annex 02**) and
 - agreed post-contract retention by the *Consultant*.
- The information handover and retention plan defines how information retained by the *Consultant* continues to be stored and protected to the requirements of the contract.
- S 514.1.6 The *Consultant* complies with the information management system (IMS) (see link in **Annex 02**), a platform outlining additional information for the processes of data and information requirements.

S 514.2 Consultant Information Systems

- S 514.2.1 The *Consultant* at the *starting date*
- has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use Information Systems) of the type set out in section S 514.8 and S 514.9, to comply with the *Client* information requirements and the contract management information requirements,
 - has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 1, to comply with the *Consultant* information requirements concerning its own corporate business and operations and
 - has proof of compliance with the “His Majesty’s Government (HMG) Security Policy Framework (SPF)” (see link in **Annex 02**) in respect of those Information Systems.

S 514.3 Client Information Systems & Training

- S 514.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client's* current systems (table 2 in section S 514.9) and new systems (table 3 in section S 514.10) when available.
- S 514.3.2 The *Client* provides relevant training for all relevant systems provided by the *Client* that are listed in this Scope section (Information Systems and Security).
- S 514.3.3 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. A reason for non-acceptance is that the Staff do not meet the security requirements of the contract. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.
- S 514.3.X Not Used

S 514.4 Consultant Security and User Access

- S 514.4.1 The *Consultant* ensures that any persons who use or have access to the *Client* Information Systems for or on behalf of the *Consultant* comply with the *Client's* security requirements.
- S 514.4.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any information or Information Systems provided by the *Consultant*. The *Consultant* informs the *Client* of those requirements, including timescales, no later than four weeks after the *starting date*.
- S 514.4.3 The *Consultant* immediately notifies the *Service Manager* and the help desk when Staff with access to the *Client's* IT network, are no longer Providing the Service.
- S 514.4.4 The *Client* suspends any accounts if they are not used for a continuous period of six months or for Staff who are no longer Providing the Service.
- S 514.4.5 The *Client* deletes any accounts if they are not used for a continuous period of thirteen months or for Staff who are no longer Providing the Service.

S 514.5 Software and Licences

- S 514.5.1 The *Consultant* grants, or procures the grant of, licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Client*.
- S 514.5.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access *Client* Information Systems.

S 514.5.3 The *Consultant* applies to the *Client* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Client*.

The *Consultant* liaises with the *Service Manager* to determine the number of licenses required for each Information System (provided by the *Consultant* or the *Client*). The *Service Manager* agrees the number of licences required.

S 514.6 Liaison and cooperation between Client and Consultant

S 514.6.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for information communication and technology (ICT) services. The *Consultant* demonstrates a formal approach to its ICT service management through the development of an ICT strategy and makes its ICT strategy available to the *Client*.

S 514.6.2 The *Consultant* adopts the *Client's* IT service management approach with respect to Information Systems provided by the *Client*.

S 514.6.3 The *Client* adopts the *Consultant's* IT service management approach with respect to Information Systems provided by the *Consultant*.

S 514.7 Systems provided by the Consultant to meet Client and Contract Management Information Requirements

S 514.7.1 Electronic document and records management

The *Consultant* develops proposals, for acceptance by the *Service Manager*, for implementing an Information System that electronically manages both the electronic and physical records (including documents, records and e-mails) which are created and maintained on behalf of the *Client*. Documents and records are defined in the *Clients* record policy, a copy of which can be obtained from the *Client*.

S 514.7.2 A reason for not accepting the proposal is

- not enabling the effective management and where applicable the disposal of records,
- preventing the *Client* to comply with its records management policy and other obligations inclusive of the Public Records Act 1958 (see link in Annex 02) (and amendments) or
- prevention of efficient transfer of records to the *Client*.

S 514.7.3 Once accepted, the *Consultant* implements and operates an Information system for the management of electronic and physical records.

S 514.8 Information Systems provided by the Consultant

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

S 514.8.1

Table 1- Information Systems as provided by the *Consultant* to fulfil the requirements of the *Consultant's* own business and effective delivery of the contract

System	Comment
IT and information security systems	The <i>Consultant</i> implements IT and Information Security systems to protect the confidentiality, integrity, and availability of this information it handles, and have those systems independently audited. The <i>Consultant</i> aligns these systems to meet the <i>Client's</i> requirement for the services provided.
Quality management system	The <i>Consultant</i> implements a quality management Information System which ensures consistency and improvement of working practices. The <i>Consultant</i> aligns its quality management Information System to meet the quality requirement used by the <i>Client</i> .
Collaboration system	The <i>Consultant</i> fully utilises tools and software that enhance collaboration by all community partners.
Change control system	This Information System manages changes to processes and systems
Human resource management system (HRMS)	The <i>Consultant</i> uses a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
Financial management system (FMS)	The <i>Consultant</i> uses a FMS to produce timely in-year and year-end management and accounting information.
Project management system	System to assist in the planning and organisation of activities in order to meet the <i>Consultant's</i> objectives.
	or any revised systems notified by the <i>Service Manager</i>

S 514.9 Current systems provided by the Client to meet the contract management information requirements

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

Table 2 Current Systems	
Current Information System	Description
National Highways Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners
Customer Relationship Management System (CRM)	The CRM is a Microsoft Dynamics 365 system that manages the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers. It acts as one central and consistent stakeholder / customer database where all interactions with stakeholders and associated tasks are managed on one platform. It is associated to the Confirm system.
HAMIS	The <i>Client's</i> Management Information System. Portal Information System providing access to HAGIS. A single platform for information for all directorates, from simple code look up utilities to more sophisticated forecasting and reporting tools.
HAGIS	The <i>Client's</i> Geographical Information System. It stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in Geographical Information Systems (GIS) tools.
Highways Accident Reporting Tool (HART)	HART is an online incident / accident reporting Information System.
WebDAS	WebDAS provides service providers with an easy to use front end to Departures Approvals System (DAS) for submitting departures and searching past submissions. Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including Specification for Highway Works (SHW) specification departures.
HALOGEN	HALOGEN is the central source for National Highways Traffic Management Systems (HATMS) logged data. It records setting, state change and fault information for signals, signs and emergency roadside telephones on England's motorway network.

CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the; <i>Client</i> and <i>Consultant</i> to manage contract events through the system as required by good practice NEC contract management. System features include the following:</p> <ul style="list-style-type: none"> • contract event management through registers e.g. Early Warnings, Compensation Events, <i>Service Manager</i> Instructions and more, • application for payments / Invoices, • technical queries and Defect management and • general communications. <p>Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time.</p>
Asset Visualisation and Information System (AVIS)	<p>AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.</p>
Integrated Asset Management Information System (IAM IS)	<p>IAM IS replaces the following National Highways data management systems</p> <ul style="list-style-type: none"> • network occupancy and EToN (SRW) and • structures (SMIS). <p>IAM IS provides functionality for the asset support Consultant to manage customer enquiries, record defects, schedule inspections and record incident data. This information is available to the <i>Client</i> to understand the condition of the asset and manage the contract using enhanced reporting capabilities.</p> <p>Information within the <i>Client's</i> current data systems, HAGDMS, HADDMS, HAPMS and SMIS is incorporated in to IAM IS.</p>
Airwave Radio Terminals	<p>Airwave radios both hand held and fixed mobiles to assist the <i>Consultant</i> and <i>Client</i> in the management of Incidents and the severe weather service, via direct voice to voice communication with the <i>Client's</i> Traffic Officer Service, Others and the emergency services.</p>

TRAKA® Intelligent cabinets / lockers and associated authorised radio user database	Not used
PBA web portal	Not used
Electronic service delivery for abnormal loads (ESDAL)	Not used
Energy procurement strategy (EPS) inventory data	Not used

S 514.10 New systems to be used by the Consultant when made available

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used

Table 3 New Systems	
New Information System	Description
Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.
Emergency Services Network (ESN)	ESN provides 'next generation integrated critical voice and broadband data services' and will replace Airwave
Green Claims	System to enable the electronic submission of Green Claims information. Green Claims refers to the <i>Client's</i> claims process where it seeks to recover monies from a third party in respect of damage caused to the strategic road network, as aligned to the provisions of the "Highways Act 1980" (see link in Annex 02).
Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the relevant requirements. When/ if provided, the <i>Consultant</i> provides performance data directly into the PMIS.

Finance and Works Management System (PB Confirm)	<p>The <i>Client</i> intends to introduce a Finance and Works Management System which is used to raise and manage works orders.</p> <p>The <i>Consultant</i> uses the system and provides information to the <i>Client</i> as required to evidence the service provided and costs incurred to Provide the Service.</p>
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S 514.11 Security Plan

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

- S 514.11.1 The *Consultant* prepares a resilient information security plan complying with the *Client's* information security requirements and submits it to the *Service Manager* for acceptance. Reasons for non-acceptance would be any non-compliance with this section. The *Consultant* includes the security plan in its quality management system. The security plan complies with the requirements of ISO/IEC27001 and ISO/IEC27002 and includes procedures which
- ensure compliance with legislation relevant to the provision of the *service*,
 - protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
 - ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
 - protect IT systems from viruses and similar threats,
 - provide for business continuity, disaster recovery, and in particular ensures that the Personal Data is safely backed-up and
 - provide for the vetting of its Staff and SubConsultants' staff in accordance with the *Client's* staff vetting procedures.
- S 514.11.2 The *Consultant* provides training for its Staff and SubConsultants in accordance with the security plan.
- S 514.11.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service. The *Consultant* implements measures to prevent the disclosure of such information by its Staff or SubConsultants.
- S 514.11.4 The *Client's* security policy is made available as appropriate in the information management system (IMS) (see link in **Annex 02**) or provided by the *Client*.
- S 514.11.5 On Completion, termination or if requested by the *Service Manager*, the *Consultant* gives all data (including Personal Data), in a format and manner specified by the *Service Manager* in accordance with the appropriate retention

timelines, providing evidence to this effect to the *Service Manager*. The *Consultant* destroys, and ensures that any SubConsultant (at any stage of remoteness from the *Client*) and any sub-processor destroys, any electronic and paper copies of such data in a secure manner.

S 514.11.6 Where the *Consultant* obtains or collects Personal Data on behalf of the *Client*, the *Consultant*

- provides to Data Subjects a data protection notice in a form accepted by the *Service Manager* informing the Data Subject of
 - the identity of the *Client*,
 - the identity of any data protection nominated lead it may have appointed,
 - the purpose for which their Personal Data is processed and
 - any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and
- where applicable, obtains all necessary consents for the processing of Personal Data.

S 514.11.7 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 514.11.8 Not Used

S 514.11.X Not Used

S 514.12 Cost data collection system

S 514.12.1 Not Used (not applicable to NEC4 PSC Option A Contract)

S 514.12.2 Not Used (not applicable to NEC4 PSC Option A Contract)

S 514.12.3 Not Used

S 514.12.X Not Used

S 514.13 Data Handling Requirements

S 514.13.1 The *Consultant* complies with the “*Client*’s data handling policy” (see link in **Annex 02**) and the Data Protection section S 512, when working on the *Client*’s systems or handling the *Client*’s data.

Prior to processing all business data (including personal data) on behalf of the *Client*, the *Consultant* submits a security plan to the *Service Manager* for acceptance that complies with the requirements of ISO/IEC27001,

ISO/IEC27002 and the IMS. A reason for non-acceptance would be failure to comply with this section.

S 514.13.2 A system on which the *Consultant* holds any *Client's* data, including back-up data, is a secure system that complies with the *Client's* policies and standards.

S 514.16 Breach of security

S 514.16.1 “Breach of security” is the occurrence of

- any unauthorised access to or use of the Information Systems, the *Client* premises, the Sites, the Service Provider System, the *Client* systems (to the extent that it is under the control of the *Consultant*) and/or any IT, information or data (including the confidential information and the *Client* Data) used by the *Client* and/or the *Consultant* in connection with the contract or
- the loss (physical or otherwise), corruption and/or unauthorised disclosure of any information, service or data (including the confidential information and the Data), including any copies of information or data, used by the *Client* and/or the *Consultant* in connection with the contract.

S 514.16.2 The *Consultant* develops and maintains a Security Incident management and reporting policy in accordance with ISO27001, ISO27002 and any relevant requirements found on the IMS. The *Consultant* makes a full log of Security Incidents available to the *Service Manager* on request, and in any case on a quarterly basis. All Security Incidents defined as a Major Incident is reported to the *Service Manager* as soon as practicable (at least within twenty four (24) hours of the *Consultant* becoming aware of the Security Incident).

S 514.16.3 The “Security Incident management process” (see link in **Annex 02**), as a minimum, requires the *Consultant* upon becoming aware of a breach of security or an attempted breach of security to work with the *Client's* incident management leadership and processes to mitigate, remediate, contain the extent and effects of the incident and to recover all elements of service in an efficient and timely manner which includes

- immediately taking all reasonable steps (which includes any action or changes reasonably required by the *Service Manager* which is completed within timescales as the *Service Manager* requires) necessary to
 - minimise the extent of actual or potential harm caused by such breach of security,
 - remedy such breach of security to the extent possible and protect the integrity of the Information System against any potential or future attempt of breach of security,
 - apply a tested mitigation against any breach of security or potential or attempted breach of security. Provided that reasonable testing has been undertaken by the *Consultant*, if the mitigation adversely affects the *Consultant's* ability to deliver the service and to meet any performance

indicator, the *Consultant* is granted relief against the failure to meet the affected performance indicator for the period as the *Service Manager* may specify by written notice to the *Consultant* and

- prevent a further breach of security or attempted breach of security in the future exploiting the same root cause failure.
- as soon as reasonably practicable and, in any event, within 2 (two) working days, following the breach of security or attempted breach of security, provide to the *Service Manager* full details of the breach of security or attempted breach of security. Including a root cause analysis where required by the *Service Manager*.

S 514.16.4 If an incident (breach of security or attempted breach of security) is identified as being a result of non-compliance with the security management plan, the *Client's* security policies, ISO/IEC27001/27002, IMS or the contract, then any required change to the Information System and/or risk management is completed by the *Consultant* at no cost to the *Client*.

S 515 Management procedures

S 515.1 The *Consultant* includes a section on customer service in its management plans to the *Service Manager*.

S 515.2 The *Consultant* follows the management procedures required by the *Service Manager*, including for

- meetings, attendees and meeting records,
- reporting requirements (e.g. progress reports),
- information requirements and
- terminology and abbreviation.

S 516 Energy Efficiency Directive

S 516.1 The *Consultant* supports the achievement of the

- *Client's* carbon management ambition in its "Net Zero Highways: Our 2030 / 2040 / 2050 Plan",
- *Client's* compliance with Procurement Policy Notes
 - 07/14 ("PPN 07/14") - Implementing Article 6 of the Energy Efficiency Directive" and any related supplementary Procurement Policy Note
 - "01/15 ("PPN 01/15") – Implementing Energy Efficiency Directive Article 6: further information" and
 - any related supplementary Procurement Policy Note.

when Providing the Service (see links in **Annex 02**).

S 516.2 In complying with the requirements of "PPN 07/14", "PPN 01/15" and any other related supplementary PPN,

- in purchasing any new products for use partly or wholly in Providing the Service, by either the *Consultant* or a subConsultant (at any stage of remoteness to the *Client*), the *Consultant* complies with the standard for products in the “Directive 2012/27/EU of the European Parliament and of the Council” (“Directive 2012/27/EU”) (see link in **Annex 02**) and
- the *Consultant* provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by either the *Consultant* or a subConsultant (at any stage of remoteness to the *Client*), complies with the requirements of the relevant PPN.

S 517 Environmental and Sustainability requirements

S 517.0 In Providing the Service, the *Consultant* supports the *Client*’s “Delivery Plan” (see link in **Annex 02**) aim to improve air quality in the United Kingdom and to deliver nitrogen dioxide compliance at the roadside.

S 517.0A The *Consultant*

- in purchasing new vehicles, for use partly or wholly in Providing the Service, complies with the minimum mandatory standards in “Government Buying Standards Transport 2017” (see link in **Annex 02**) and
- when requested by the *Service Manager*, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the “Government Buying Standards Transport 2017” can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Consultant* helps reduce emissions of harmful pollutants when Providing the Service.

S 517.1 In Providing the Service, the *Consultant* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people, the built, natural and historic environment, and carbon.

S 517.2 The *Consultant* complies with

- environmental legislation,
- the relevant national policy,
- the relevant planning policy, such as the “National Policy Statement for National Networks (NPS-NN) and “National Planning Policy Framework (NPPF),
- the “Highways England Licence, April 2015”
- the *Client*’s “Environmental Sustainability Strategy”,
- the *Client*’s “Net zero Highways: Our 2030 / 2040 / 2050 Plan”

when Providing the Service (see links in **Annex 02**).

- S 517.3 In Providing the Service, the *Consultant* supports the *Client's* Key Performance Indicators (KPI) and Performance Indicators (PI) as described in the *Client's* "Operational Metrics Manual" (OMM) (see link in **Annex 02**).
- S 517.4 Not Used
- S 517.5 The *Consultant* delivers the *Client's* responsibilities and opportunities within the "Government Buying Standards" (see link in **Annex 02**) when Providing the Service.
- S 517.6 The *Consultant* assesses carbon emissions generated in the delivery of the service during the period, as agreed with the *Service Manager*, using the *Client's* latest "Carbon Emissions Calculation Tool and guidance ("Carbon Tool")" (see link in **Annex 02**) and divides the total carbon emissions by the contract spend in the period, to calculate the tonnes of carbon/£m spend.
- S 517.7 The *Consultant* assesses the percentage reduction in carbon per £m spend every quarter and reports the result to the *Service Manager*.
- S 517.8 In Providing the Service, the *Consultant* is required to complete
- an environmental assessment report – as per the requirements of
 - "LA 101 – Introduction to environmental assessment",
 - "LA 102 – Screening projects for Environmental Impact Assessment",
 - "LA 103 – Scoping projects for environmental assessment",
 - "LA 104 - Environmental assessment and monitoring",
 - LA 115 - "Habitats regulation assessment" as per the requirements of the "Conservation of Habitats and Species Regulations 2017",
 - a project design report – as per the requirements of
 - "GG 103 – Introduction and general requirements for sustainable development and design" ("GG 103") (see links in **Annex 02**)
- before the production of the Environment Management Plan first iteration is required to be completed.
- S 517.8A Where delivery of the Environment Management Plan first iteration is a requirement of the contract as per Scope section S 517A (Environment Management Plan (EMP) first iteration), the *Consultant*
- completes the relevant assessments and reports and submits them to the *Service Manager* for acceptance and
 - uses the accepted assessments and reports to form the basis of the *Consultant's* Environment Management Plan first iteration in line with the requirements set out in Scope section S 517A.

Where delivery of the Environment Management Plan first iteration is not a requirement of the contract, the *Consultant* completes the relevant assessments and reports and submits them to the *Service Manager* for acceptance.

- S 517.9 A reason for not accepting an output of paragraph S 517.8 is that it does not
- allow the *Consultant* to Provide the Service in accordance with the Scope,
 - meet the requirements of
 - the “Environment Act 2021” (see link in **Annex 02**),
 - Historic England,
 - Natural England or
 - other commitments made by the *Client* to third parties,
 - reflect the outcome of a statutory process (e.g., development consent order permission granted),
 - reflect any non-statutory outcome (e.g., environmental assessment report determining that the project does not require a statutory environmental impact assessment)
 - comply with or meet the requirements of the contract or
- allow the *Client* to use the outputs produced by the *Consultant* to inform a future contract with another supplier where completion of the Environmental Management Plan first iteration is a requirement.

S 517.10 The *Consultant* reviews and resubmits for acceptance any of the outputs of paragraph S 517.8 until the same is accepted by the *Service Manager*.

S 517.X Not Used

S 517A Environmental Management Plan (EMP) first iteration (design stage)

- S 517A.1 The Environmental Management Plan (EMP) is incorporated by the *Consultant* into the Consultants Construction Phase Health and Safety Plan and/or Project Management Plan (or similar document). The EMP is made available to the *Service Manager* at all times.
- For purposes of the design stage the EMP section may be abstract from the aforementioned documents.
- S 517A.2 The *Consultant* prepares an EMP within four weeks after the *starting date*. If instructed by the *Service Manager* to do so, the *Consultant* prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to “LA 120 – Environmental Management Plans”.
- S 517A.3 The *Consultant* obtains from the *Client* any previous environmental reports and assessments completed during a previous stage of the project, as aligned to the stages of the preconstruction stage as outlined previously.

- S 517A.4 The *Consultant* submits the EMP to the *Service Manager* for acceptance. A reason for not accepting a EMP is that it does not
- reflect statutory requirements including as a minimum
 - those set out in the “Environment Act 2021” or
 - other statutory environmental bodies requirements,
 - meet the EMP content and structure set out in Appendix A, Table A.1 of the “LA 120 – Environmental Management Plans”,
 - reflect the outcome of a statutory process (e.g., development consent order permission granted),
 - reflect any non-statutory outcome (e.g., environmental assessment report determining that the project does not require a statutory environmental impact assessment) or
 - comply with or meet the requirements of the contract.

S 517A.6 Not Used

S 518 Supply Chain Alignment

S 518.1 Behavioural attributes

- S 518.1.1 In Providing the Service the *Consultant* performs in accordance with the *Client's* behaviours stated in S 519.1.3 and ensures that these behaviours are embedded and implemented by Staff.
- S 518.1.2 There are a number of key drivers and benefits which the *Client* seeks to attain through working with the *Consultant* to build a high performance team culture which allows these behaviours to manifest. The key drivers and benefits are
- shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,
 - open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
 - understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort,
 - shared knowledge and innovation – where teams actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and
 - equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.

S 518.1.3 Not Used

S 518.1.4 Not Used

S 518.1.5 The behaviours are,

- trust and respect – doing what you say you are going to do at all times and supporting each other to enable personal, professional and contract goals to be achieved,
- accountability – ensuring commitments are kept and resulting consequences are accepted,
- decision making – ensuring access to all the necessary information to make fully informed decisions and address issues,
- communication and engagement with others in the best possible way to ensure understanding, share knowledge and avoid assumptions,
- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- improvement and innovation– creating the right environment that allows new ideas to surface and be put into practice.

S 518.1.6 Not Used

S 518.1.7 Not Used

S 518.2 Not Used.

S 518.3 Supplier Development System

S 518.3.1 The “Supplier Development System toolkit” (“SDS toolkit”) is part of a broader suite of tools and collaborative approaches created by the *Client* in partnership with the “Supply Chain Sustainability School” (see links in **Annex 02**) and the *Client’s* supply chain.

The purpose of the “SDS toolkit” is to provide consistent ways of driving transformation in the highways sector to meet its current and future challenges. The “SDS toolkit” is designed to align to the *Client’s* “Strategic Business Plan” (see link in **Annex 02**), where it measures the *Consultant’s* organisational alignment to the *Client’s* key strategic themes of

- health, safety and wellbeing,
- leadership and collaboration,
- efficiency and effectiveness,
- net zero carbon and sustainability,
- supply chain and
- social value.

S 518.3.2 The *Consultant* uses the self-assessment function in the “SDS toolkit” to test its alignment to the *Client’s* key strategic themes.

The data collected at the *Consultant's* self-assessments relates to the *Consultant's* organisation in their entirety.

The *Consultant's* initial self-assessment is completed within four weeks of the *starting date* and then annually on its anniversary, until Completion.

The *Consultant* completes its self-assessment using one of two versions of the "SDS toolkit". Where the *Consultant* has

- 250 employees or less
 - the SDS 'lighter' version is used (as a minimum) and
- more than 250 employees
 - the SDS 'light' version is used.

Following the *Consultant's* initial self-assessment, the "SDS toolkit" presents the *Consultant* with a baseline alignment report in the form of the 'SDS Action Plan'.

S 518.3.3 The 'SDS Action Plan' contains recommendations setting out how the *Consultant* can improve its organisational alignment with the *Client's* key strategic themes using the learning and development resources available via the "Supply Chain Sustainability School".

S 518.3.4 Data gathered from the *Consultant's* self-assessments is not used by the *Client* or the *Service Manager* for any purpose other than to measure the *Consultant's* organisational improvement progress against its initial 'SDS Action Plan'.

The *Client* and the *Service Manager* do not use data gathered in the *Consultant's* 'SDS Action Plan' to inform any part of performance measurements stated in the contract or any other commercial or procurement related processes and activities linked to other contracts with the *Client*.

S 518.3.5 The *Consultant* undertakes an improvement progress review with the *Service Manager* addressing all aspects of its 'SDS Action Plan' [six months] after completion of its initial self-assessment, and then on a [six-monthly] basis until Completion, or as agreed with the *Service Manager*.

S 518.3.6 The *Service Manager* monitors the *Consultant's* ongoing commitment to improving its organisational alignment with the *Client's* key strategic themes based on the "SDS toolkit" values. A failure of the *Consultant* to demonstrate commitment includes

- on-going lack of engagement with the *Service Manager* on SDS matters,
- failure to update its 'SDS Action Plan' and
- not taking actions to implement the recommendations made in the 'SDS Action Plan'.

S 518.3.7 Not Used

S 519 Project Control Framework

S 519.1 - 6 Not Used

S 519A Develop, Design, Deliver (3D) Scheme Development Process

S 519.1 - 6 Not Used

S 520 Interfaces with third parties

- S 520.1 The *Consultant* cooperates with the following organisations (where applicable) during the pre-construction stage
- the *Client* representatives not included within the project team if the project is within an existing site,
 - the *Clients* Consultants undertaking services if project is within an existing site,
 - the *Clients* Traffic Officers,
 - Police and Emergency Services,
 - the *Clients* Consultants undertaking ICT/Communication Installations/Digital Services Installations.
 - the *Clients* Consultants undertaking furniture, fixtures and fittings installations.
-
- S 520.2 The *Consultant* co-operates with other suppliers where applicable in obtaining and providing information needed.
- S 520.3 The *Consultant* cooperates and complies with the requirements of the statutory bodies and undertakers that are to undertake works in connection with the project, this is to include (but not limited to)
- Electrical utility companies/organisations,
 - ICT/Comms utility companies/organisations,
 - Water utility companies/organisations.
- S 520.4 The *Consultant* is responsible for notifying and co-ordinating all statutory bodies and undertakers where their services are required in respect of the project. The coordination includes for providing the statutory undertakers with sufficient information regarding the project to enable them to provide and lay mains, cables, etc, to suit the progress of the *works*.
- S 520.5 Where the *Consultant* or its subConsultants/suppliers is to undertake design to parts or elements of the project, they will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for obtaining all approvals under the Building Regulations in conjunction with the Approved Inspector and for complying with all other Statutory and Local Authority requirements for the development and due allowance for complying fully with these requirements must be made in its tender.

- S 520.6 The *Consultant* is required in conjunction with the *Service Manager* and the *Client's* Project Team to liaise and/or provide all the required information to the Local Authority Planning Department to ensure that all of the Planning conditions for the project are established and proposals to discharge such conditions are established.
- S 520.7 The *Consultant* is required in conjunction with the *Service Manager* and the *Client's* Project Team to liaise and consult with the appropriate Highway Authority and establish any requirements for the project.
- S 520.8 The *Consultant* is required in conjunction with the *Service Manager* and the *Client's* Project Team to liaise and consult with the appropriate Local Authority and establish any requirements, consents and approvals for the project.

S 525 Co-ordination and co-operation

- S 525.1 The *Consultant* co-operates with other suppliers in obtaining and providing information needed.
- S 525.2 The *Consultant* cooperates with all organisations and bodies necessary to undertake the service.
- S 525.3 The *Consultant* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.
- S 525.5 The *Consultant* co-ordinates with local highway authorities to ensure that roadwork clashes are prevented.
- S 525.6 The *Consultant* programmes the *service* in a manner that minimises the impact on the customer, working in conjunction with the *Client's* representatives.
- S 525.7 The *Consultant* programmes any review requests at least 6 weeks in advance (unless otherwise required by the *Service Manager*) of the review and ensures that all programmed dates are met.
- S 525.8 Where the contract has a requirement for co-location, the *Consultant* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
- S 525.9 The *Consultant* does not enter into commitments when dealing with third parties, that might impose any obligations on the *Client* except with the consent of the *Client*.
- S 525.X Not Used

S 526 Consideration of Others

S 526.1 Consideration of Others

S 526.1.1 Not used

S 526.1.2 Not used.

S 526.2 Customer

S 526.2.1 The customer is any person or organisation that uses or is affected by the *service* or by the *Consultant* Providing the Service, including

- all road users,
- neighbouring communities and community groups,
- tenants, persons and organisations that lease from the *Client* and
- the public who use the *service*.

S 526.2.2 The *Client's* overarching "Customer Service Strategy" (see link in **Annex 02**) sets out the approach to improving works and services provided to its customers. The *Consultant* and subConsultants (at any stage of remoteness from the *Client*) adhere to the "Customer Service Strategy" and all current and future customer service standards published by the *Client* when Providing the Service.

S 526.2.3 The *Consultant* notifies the *Service Manager* by the start of the next working day of any issues that could have a negative consequence on customers and acts to mitigate the consequence when instructed by the *Service Manager*.

S 526.2.4 The *Consultant* can access the *Client's* e-learning training package (see link in **Annex 02**) to support the cascading of the customer requirements to its Staff.

S 526.2.5 The *Consultant* uses relevant data and analysis, including but not limited to

- demographic,
- public health,
- educational attainment data and
- findings of the equality impact assessment

to identify the customers and communities that are affected in Providing the Service.

S 526.2.6 The *Consultant* reviews its policies, procedures and processes to ensure that there is no adverse customer equality impacts in Providing the Service on protected characteristics or affected groups and they

- do not cause conflict with or put the *Client* in breach of and
- align with the *Client's* public sector equality duties under the Equality Act 2010.

S 526.2.7 Not Used

- S 526.2.8 Not Used.
- S 526.2.9 Not Used.
- S 526.2.10 Not Used.
- S 526.2.11 The *Consultant* submits a *service* specific customer plan to the *Service Manager* for acceptance within the timescale agreed before the *starting date*. The customer plan must align with
- the Network Occupancy Plan (NOP), and
 - the *Client's* overarching “Customer Service Plan” (see link in **Annex 02**) which defines
 - all customer stakeholder groups,
 - feedback protocols from customers and
 - communication channels and timings for each stakeholder.
- Reasons for the *Service Manager* to not accept the plan is that the technical areas covered do not align with the
- *Client's* NOP or
 - the “Customer Service Plan”.
- S 526.2.12 The *Service Manager* may conduct audits of the *Consultant's* customer policies, procedures and practices used to Provide the Service as required. The *Consultant* cooperates with such requests and provides all information requested by the *Service Manager*.
- S 526.2.13 The *Service Manager* may suggest recommendations to the *Consultant's* quality plan to improve customer service. The *Consultant* implements these recommendations or responds to the *Service Manager* giving reasons why they are not implementing it.
- S 526.2.14 Not Used

S 526.3 Customer Maturity Assessment and Customer Centric Action Plan

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used

- S 526.3.1 The *Consultant* (or where there is a joint venture, each Consortium Member) complies with and delivers the requirements contained in the “Supply Chain Customer Maturity and Customer Centric Action Plan Implementation Toolkit” (see link in **Annex 02**) within the timeframes specified within the toolkit unless agreed otherwise with the *Service Manager*.

S 526.4 Customer relationship management

- S 526.4.1 The *Client* operates a customer relationship management (CRM) system through Microsoft Dynamic 365 for managing all stakeholder and customer correspondence. The *Consultant* uses the *Client's* CRM system to manage all stakeholder and customer correspondence.
- S 526.4.2 The *Consultant* liaises with the *Service Manager* to ensure that relevant Staff receive CRM training.
- S 526.4.3 Not Used

S 530 Design submission procedures and acceptance criteria

Preamble: Refer to the previous clarification of design liability for the preconstruction stage as per S 200 Description of the service

- S 530.1 The *Consultant* provides a design and check certificate when it submits its design to the *Service Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. A reason for not accepting the design certificate is that it doesn't meet the criteria that's laid out in the [CG300] Generic Assessment Technical Approval Schedule (see link in **Annex 02**).
- If the *Consultant's* accepted tender includes an alternative design, the *Consultant* submits to the *Service Manager* the name of the person responsible for carrying out a check of the design. The person named has experience in the checking of designs similar to the one proposed for the contract.
- S 530.2 The *Consultant* submits the particulars of its design as the Scope requires to the *Service Manager* for acceptance, including compliance with the following
- a) Design Submissions and Accepted Details
 - All documents requiring comment/approval by the *Client*, the *Service Manager* or its representatives are to be received by the relevant organisation fourteen working days prior to the date that comment/acceptance is required by the *Consultant*. All such deadline dates are to be identified on the *Consultant's* pre-construction programme,
 - No such approval or any admission, consent, appraisal, comment, sanction, direction, confirmation, acknowledgement, guideline, advice or inspection made or given by the *Client*, the *Service Manager* or their representatives relieve the *Consultant* or its subConsultants/suppliers from his liabilities and obligations under the Contract nor such liabilities and obligations be in any way excluded, removed, qualified, restricted or limited.
 - b) Statutory Notices and Approvals; The *Consultant* provides all necessary relevant documents to the *Service Manager* that may become necessary

for submittal to the local authority planning authority, the building control authority and other statutory bodies as required, in conjunction with the *Client's* project team.

c) The *Consultant* provides the *Service Manager* with the following

- an information release schedule together with dates for issue of information,
- if requested by the *Service Manager*, the *Consultant* provides three paper copies of all drawings, specifications and details, along with one electronic copy,
- Three copies of all structural or similar calculations, along with one electronic copy.

d) Building Control

- Where the *Consultant* or its subConsultants/suppliers is to undertake design, they will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for obtaining all approvals under the Building Regulations in conjunction with the Approved Inspector and for complying with all other Statutory and Local Authority requirements for the development and due allowance for complying fully with these requirements must be made in its tender.
- Where agreed with the *Service Manager*, all costs associated with Building Control fees and the like are to be paid for by the *Consultant* (refer also clause S 205.32).

e) BREEAM

- Where the *Consultant* or its subConsultants/suppliers is to undertake design, they will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for ensuring the works complies fully with the BREEAM and/or sustainability requirements for the project.
- Where the *Consultant* or its subConsultants/suppliers is to undertake design, they will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for achieving all necessary approvals and obtaining credits as identified within the BREEAM and/or sustainability assessment.
- Where the *Consultant* or its subConsultants/suppliers is to undertake design, they will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for liaison with the BREEAM

and/or sustainability consultant and maintain all necessary records to allow the credits to be correctly awarded.

f) Party Wall Agreement Under the Party Wall etc. Act 1996

The *Consultant* must adhere to any agreements under the Party Wall Act, if applicable.

g) Consents and Licences

- The *Consultant* will be responsible in conjunction with the *Service Manager* and the *Client's* Project Team for obtaining all necessary consents and licences for the carrying out of the works, including any consents and licences which may be required, from the adjoining owners, tenants or occupiers.
- Without prejudice to the generality of the foregoing, the *Consultant* in conjunction with the *Service Manager* and the *Client's* Project Team carries out all negotiations with adjoining owners, tenants or occupiers and obtain any consents or licences which may be required for the over- sailing of tower crane jibs and thereafter comply in all respects with the terms thereof and any conditions contained therein.
- Where agreed with the *Service Manager*, all costs associated with obtaining the consents, licences, fees and the like are to be paid for by the *Consultant*.

S 531 Design approvals from Others

Preamble: Refer to the previous clarification of design liability for the preconstruction stage as per S 200 Description of the service

- S 531.1 Where design approval is required (where not undertaken by the *Client's* Project Team) by others to obtain approvals and/or consents (or other as may be required), from organisations such as the Environment Agency, local authorities, statutory undertakers/bodies and the like, the specific requirements of the organisation that approvals and/or consents are being sought are to be adhered to by the *Consultant*.

S 532 Design co-ordination

Preamble: Refer to the previous clarification of design liability for the preconstruction stage as per S 200 Description of the service

- S 532.1 The *Consultant* complies with the procedures and processes specified by the *Client* and/or the *Service Manager*.

- S 532.2 The *Consultant* undertakes all necessary liaison with the *Service Manager* and the *Client's* Project Team to ensure coordination of the work with related building elements and services.
- S 532.3 The *Consultant* or its subConsultants/suppliers to be responsible for co-ordinating with the work of others including all necessary interfacing of the works as required/necessary,
- S 532.4 The *Consultant* or its subConsultants/suppliers to be responsible for setting out parts or elements works and accurately co-ordinate all related works.

S 535 Quality management system

- S 535.1 The *Consultant* complies with and operates management systems as follows
- a quality management system complying with “ISO 9001 – Quality Management”, [and] “ISO 9004 – Quality Management”,
 - a quality plan that follows the guidelines contained in “ISO 10005 - Guidelines for Quality Plans”,
 - a formal health and safety management system which complies with “ISO45001 - Occupational Health and Safety” or another equivalent and relevant standard accepted by the *Service Manager*
 - operates a health and safety management system that aligns to “HSG65 – Managing for Health and Safety”,
 - an environmental management system complying with “ISO 14001 Environmental Management Systems”,
 - a collaboration framework complying with “ISO 44000 – Collaborative Business Relationship Management” (which encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships) and
 - a risk management system and processes that follow the guidelines contained in ISO 31000- “Risk Management”.
- (see links to all above standards in **Annex 02**)
- S 535.2 Where a management system is certifiable against the standards above, the *Consultant* obtains certification from a relevant UKAS accredited body within Four weeks of the Contract Date and submits to the *Service Manager* a copy of each certificate and audit report within one week after it is obtained. The *Consultant* maintains this certification for the full duration of the contract up to and including the *defects date*.

S 540 Quality plan

- S 540.1 The quality plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the Tender Commitments and meets the *Client's* objectives for the contract.
- S 540.2 The *Consultant* keeps a controlled copy of the quality plan available for inspection at all times by the *Client*, the *Service Manager* and their representatives.

S 541 Audit, nonconformities (including “defects”) and quality management points

- S 541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**).
- S 541.2 The *Service Manager* may carry out audits of the *Consultant's* quality management system from time to time.
- S 541.3 The *Consultant* allows access at any time within working hours to any place where it or any subConsultant (at any stage of remoteness from the *Consultant*), carries out any work that relates to the contract for the *Service Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract.
- S 541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 541.5 Additional audits may be carried out when the number of Quality Management Points in effect exceeds the *threshold level*. The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
- S 541.6 Following identification of a Nonconformity the *Consultant* submits within three working days, a Nonconformity report covering
- the unique reference for the Nonconformity,
 - a brief description stating which requirement is not being fulfilled and in what way,
 - the effect both current and potential, and
 - the likely cause i.e. what aspect of the quality plan or compliance with the quality plan is not functioning properly.
- S 541.7 Following submission of a Nonconformity report the *Consultant* submits within two weeks to the *Service Manager* for acceptance, a Corrective Action plan covering
- the unique reference of the Nonconformity,
 - description – this could be as per the Nonconformity report or expanded,
 - details of the Corrective Action proposed,

- categorisation of the Nonconformity into high, medium or low risk,
- for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk including what is the evidence-based underlying truth about what is causing the Nonconformity to occur,
- what aspect of the quality plan needs to be addressed including which of the *Consultant's* processes is not performing as required,
- what the Corrective Action addresses, for example- is it a process design that needs changing or is it an execution issue (including additional training, tools etc.),
- for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk,
- method of reporting progress to the Service Manager,
- the method to be used to confirm successful correction of the Nonconformity to allow that to be recorded on the Quality Management Point register. Any envisaged circumstance that allows the Service Manager to confirm the correction and
- adjustments to be made to the Quality Management System in order to prevent recurrence of the Nonconformity.

S 541.8 The *Consultant* keeps an up to date register of Nonconformities covering

- the unique reference,
- date of identification,
- Identification method for example through performance management, by testing or by audit etc.,
- date of corrective action plan,
- date Nonconformity corrected (i.e. confirmed as such by the *Service Manager*), and
- traffic light type notation, where
 - o red – indicates Nonconformity identified but no Corrective Action plan prepared – also where Corrective Action is not complete by planned date,
 - o amber – Corrective Action plan prepared, action in progress and within planned parameters, and
 - o green – Corrective Action complete and accepted by the *Service Manager*.

The *Consultant* enters the Nonconformity onto the register within three working days from its identification.

- S 541.9 The *Consultant* does not begin any Corrective Action(s) to address the nonconformity until the *Service Manager* has accepted its proposals.
- S 541.10 Within one week of the *Consultant* submitting the proposed Corrective Action plan for acceptance, the *Service Manager* replies to the submission.
A reason for not accepting the proposed action plan is that
- it does not adequately specify actions required to ensure that nonconformities do not recur,
 - it does not comply with the contract,
 - the time for completing the Corrective Action is unreasonable or
 - it hinders the *Client* or Others.
- S 541.11 If the *Service Manager* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week.
- S 541.12 The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.
- S 541.13 The *Consultant* notifies the *Service Manager* when the proposed actions have been taken and provides with his notification verification that the defective part of the *service* has been corrected.
- S 541.14 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations

S 542 Quality Management Points

- S 542.1 If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the *quality table*. The number of Quality Management Points is reduced in accordance with the *quality table*.
- S 542.2 If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the *quality table*. The Quality Management Points accrue on the date of the *Service Manager's* instruction.
- S 542.3 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This is to be submitted to the *Client* on a monthly basis, or when requested by the *Service Manager*.

- S 542.4 Quality Management Points accrue from the
- *Consultant's* date of identification of the Nonconformity or
 - Date when the *Service Manager's* instruction is given
 - whichever date occurs first.
- S 542.5 If the number of Quality Management Points in effect under the contract is more than the *threshold level*, the *Consultant* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to the *threshold level* or below and to avoid accruing further Quality Management Points.
- S 542.6 The *Consultant* submits a report to the *Service Manager* for acceptance within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* proposes to take immediately to
- *reduce the number of Quality Management Points in effect to the threshold level or below and*
 - *to avoid accruing further Quality Management Points.*
- A reason for not accepting the report is that the actions proposed do not
- *reduce the number of Quality Management points in effect to the threshold level or below or*
 - *avoid further accrual of Quality Management Points.*
- S 542.7 If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the *Consultant* submits a revised report to the *Service Manager* for acceptance setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the *threshold level* or below.
- A reason for not accepting the report is that it does not
- *reduce the number of Quality Management Points in effect to the threshold level or below or*
 - *avoid further accrual of Quality Management Points.*
- S 542.8 Until the number of Quality Management Points in effect is reduced to the *threshold level* or below, the *Consultant* takes the actions detailed in its revised report and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.
- S 542.9 If the *Service Manager* does not accept the *Consultant's* revised report or the *Consultant* does not take the agreed actions, the *Service Manager* serves a Quality Warning Notice on the *Consultant*. Within one week of receipt of the Quality Warning Notice, the *Consultant* submits a further revised report to the

Service Manager setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to the *threshold level* or below.

S 542.10 The Quality Warning Notice is in effect until the number of Quality Management Points in effect is reduced to the *threshold level* or below. While the Quality Warning Notice is in effect, the *Consultant* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Consultant*.

S 542.11 A failure to

- *comply with this section or*
- *take actions to reduce the number of Quality Management Points in effect to the threshold level or below while a Quality Warning Notice is in effect is treated as a substantial failure by the Consultant to comply with its obligations.*

S 542.X Not Used

S 543 Continual Improvement

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

S 543.1 Purpose and Scope

S 543.1.1 The *Consultant* operates processes for delivering Lean Continuous Improvement (Lean CI) and Structured Innovation and this section sets out the *Client's* minimum requirements.

S 543.1.2 Lean CI and Structured Innovation comprises five parts

- outcome requirements,
- strategic objectives,
- performance measurement,
- training and
- the method (tools and techniques).

S 543.1.3 In addition to this section of the contract, the *Consultant* familiarises itself with the following reference documents (see links in **Annex 02**)

- The *Client's* "Strategic Business Plan 2020-2025"
- The *Client's* "Delivery Plan 2020-2025"
- The *Client's* "Lean Publications".

S 543.2 Outcome Requirements

- S 543.2.1 Lean CI outcome requirements to be delivered by the *Consultant* are
- to establish a culture of Continual Improvement throughout the *Consultant's* organisation, through strong Lean leadership and sufficient staff training,
 - to reduce waste and cost in Providing the Service,
 - to track performance by baselining, continuously capturing and visually displaying data and
 - to meet set annual business targets.
- S 543.2.2 Structured Innovation outcome requirements to be delivered by the *Consultant* are
- to create a Structured Innovation culture through training and leadership and
 - *to have in place an innovation/idea capture system within 3 months of starting date that takes ideas from concept right through to delivery, ensuring the embedment of innovations/ideas.*

S 543.3 Strategic Objectives

- S 543.3.1 The strategic objectives support the outcome requirements to be delivered by the *Consultant*, set out in S 543.2.
- S 543.3.2 The *Consultant*
- commits to self-development in both Lean CI and Structured Innovation,
 - actively educates its supply chain in Lean CI and Structured Innovation to assist with driving waste from every part of the delivered service Value Streams and processes and
 - self-assesses its Lean CI maturity on an annual basis, the first assessment being within four weeks of the *starting date*, using the appropriate Lean maturity assessment tool in accordance with this section.
- S 543.3.3 The “Highways Efficiency Lean Maturity Assessment (HELMA)” is the *Client's* assessment tool, comprising of
- annual assessments to determine the extent to which a *Consultant* has adopted Lean principles and
 - the setting of improvement goals to deliver mutual benefits to the *Client* and the *Consultant*.
- Assessments are in the form of *Consultant* self-assessment, submitted to the *Client* for moderation and feedback, forming a collaborative approach to the development of Lean maturity.
- HELMA reference documents are accessed via the government website (see links in **Annex 02**).

- S 543.3.4 The *Client* has 3 levels of Lean maturity assessments, which are for
- large enterprises: Highways Efficiency Lean Maturity Assessment (HELMA)
 - small to medium enterprises: (HELMA-Lite)
- projects: Simplified Lean Capability Assessment (SLCA).
- S 543.3.5 The *Client's* Lean buddy and *Consultant* discuss and agree the appropriate Lean maturity assessment level to be conducted, in accordance with the following general rules
- in larger enterprises, the *Consultant* carries out SLCA at project level, and accumulates the SLCA assessments in order to produce an overarching, organisational, full HELMA self-assessment.
 - For small to medium enterprises, the *Consultant* conducts HELMA-Lite self-assessment.
- HELMA and HELMA-Lite cover the same ten topics, but differ in the complexity of the self-assessment and submitted evidence (see links in **Annex 02**).
- S 543.3.6 Within 12 weeks of the *starting date*, the *Consultant* contacts the *Client's* Lean team programme management office via the link provided (see link in **Annex 02**), copied into the *Service Manager*, and the *Client* decides whether there is a requirement to assign a Lean buddy, forming a collaborative approach to producing a "Lean Strategy Document". If the *Client* does not assign a Lean buddy, the *Consultant* can still obtain advice from the *Client's* Lean team's programme management office.
- S 543.3.7 The *Client's* Lean buddy agrees with the *Consultant* the appropriate assessment level and assessment process timings.
- S 543.3.8 The "Lean Strategy Document" defines how the *Consultant* will deploy Lean CI strategy in its organisation, covering each of the ten HELMA topic areas, and identifies
- the Lean tools to be deployed,
 - the numbers of employees to train, to which levels of Lean capability and
 - areas for improvement within the organisation, reflecting the enterprise/project business strategy and identifying the forecast/expected annual cost reduction benefits, expressed as a monetary value or percentage amount, to be generated from Lean CI deployment.
- This is expanded upon under the ten HELMA topics explained within the HELMA reference documents (see links in **Annex 02**).
- S 543.3.9 The *Consultant* submits its "Lean Strategy Document" to the *Client's* Lean team's programme management office via the link provided (see link in **Annex 02**), copying in the *Service Manager*, within 24 weeks of the *starting date*. The "Lean Strategy Document" is also scored in the HELMA/HELMA-Lite/SLCA moderation.

- S 543.3.10 In adherence to the “Lean Strategy Document” submitted, the *Consultant* carries out continuous data collection, evidence gathering and self-assessment of its organisation’s Lean maturity throughout the contract duration. It is recommended that the *Consultant* self-assesses any scheme or project on each contract held with the *Client*, employing SLCA, in order to produce a strong portfolio of evidence to support the full organisational self-assessment, HELMA/HELMA-Lite for moderation by the *Client*.
- S 543.3.11 The *Client* moderates all large enterprises on an annual basis in a rolling programme. Moderation is conducted at organisational level, and not per contract, with timings to be agreed between the *Consultant* and the *Client*’s Lean team’s programme management office, who informs the *Service Manager*.
- S 543.3.12 Four weeks prior to each annual HELMA/HELMA-Lite moderation taking place, the *Consultant* submits for review its self-assessed score and justifying evidence for each of the HELMA topics, in a format agreed with the *Client*’s Lean team’s programme management office, via the link provided (see **Annex 02**).
- S 543.3.13 Following each moderation, within two weeks the *Client* issues a moderation report and provides a Lean IAP template to the *Consultant* for completion and submission to the *Client*’s Lean team’s programme management office (see link in **Annex 02**) within 12 weeks of the date of the moderation report.
- The Lean IAP identifies the steps the *Consultant* will take over the following 12 months to address the comments in the moderation report.
- S 543.3.14 On a monthly basis, the *Consultant* reports its progress against its Lean IAP, in an A3 format, via the Lean link (see link in **Annex 02**) to the *Client*’s Lean team’s programme management office.
- S 543.3.15 The *Consultant* reviews its Lean IAP formally on a quarterly basis with the Lean buddy.
- S 543.3.16 The *Consultant* assesses the Lean maturity of its supply chain on an annual basis using the HELMA-Lite assessment tool, recording the outcome of these assessments and providing feedback to the *Client*’s Lean team’s programme management office.
- Feedback is expected to demonstrate how the assessment has been executed and the action taken by the *Consultant* to upskill its suppliers in Lean, if required.
- Adequate provision of this feedback is scored in the *Consultant*’s Lean maturity assessment moderations.

S 543.4 Continual Improvement performance measurement

- S 543.4.1 The *Consultant*

- captures and records the reductions in cost using the “Benefits Realisation Capture Form (BRCF)” (see link in **Annex 02**), in accordance with the *Client’s* “Lean Benefits and Efficiency Realisation Guide”,
- captures and records the improvement activity on a “Knowledge Transfer Pack (KTP)” (see link in **Annex 02**), a specific Lean industry term and the means by which Lean knowledge is transferred, representing the 5th pillar of the *Client’s* Lean deployment. This ensures the results are recorded showing general details about the improvement; the issue, the solution, and benefits realised from resolution of the issue, including supporting calculations,
- ensures that the BRCF and KTP are lodged and recorded on the *Client’s* Lean Tracker, accessed via the *Consultant’s* request directed to the *Client’s* Lean team’s programme management office, and
- ensures that the efficiency savings generated through Lean deployment are clearly identified and recorded on the appropriate *Client* efficiency register and signed off at the appropriate assurance level by the *Client’s* commercial and finance teams.

S 543.5 Continual Improvement training

- S 543.5.1 The *Client’s* Lean team provides the *Consultant’s* and *Client’s* staff with Lean Awareness and Structured Innovation joint training sessions. The purpose of this joint training is to create fully integrated delivery teams, where the *Consultant* and the *Client* act collaboratively in Providing the Service. No Lean Awareness training or Structured Innovation training will be provided until the *Consultant* has in place a Lean deployment strategy. Advice on how to produce a Lean deployment strategy is available from the *Client’s* Lean team.
- S 543.5.2 The organisation, coordination and provision of accommodation for the training is undertaken by the *Consultant* in conjunction with the *Client’s* Lean team programme management office.

S 543.6 The methods

Lean Continuous Improvement

- S 543.6.1 The *Consultant’s* senior leaders and managers
- continually educate themselves in Lean,
 - champion Lean CI culture, taking ownership, providing guidance and continually reiterating to its employees the importance of Lean, ensuring that consistent and predictable engagement takes place at the visual performance management boards and at Lean Collaborative Planning milestone, phase and production meetings,
 - undertake work place Waste Walks to demonstrate Lean leadership and the importance of Lean CI to the enterprise/project
 - fully understand the direction for Lean within the contract, linking to the enterprise/project business strategy and objectives, and actively participate

in setting the Lean vision of the contract, to produce and submit to the *Client* a “Lean Strategy Document”,

- ensure governance is in place to monitor Lean progress against strategic Lean objectives, whilst also championing the implementation of the Lean IAP, following a HELMA/HELMA-Lite/SLCA moderation by the *Client* and
- engage with its supply chain to educate and embed Lean methodologies and techniques as identified in section S xxx.6 The Methods. Note supply chain here is both internal and external business partners.

S 543.6.2 Understanding customer value

The *Consultant* actively seeks direct internal and external customer feedback on its performance from the *Client* and Others, using Lean tools, such as the Kano Analysis model. This feedback consists of direct face to face discussion or surveys, where the *Consultant* proactively acquires understanding of the *Client* as its customer and is independent of the *Client*’s Collaborative Performance Framework (see section S 544). The *Consultant* actively incorporates this feedback into the improvement of their delivery processes and Value Streams.

S 543.6.3 Understanding of processes and Value Streams

The *Consultant* ensures that its Value Streams and processes have been identified, mapped, validated with owners and then assessed using actual performance data to remove waste from the process to drive Continual Improvement, whilst still ensuring the needs of the *Client* are met. It is recommended that these process reviews are done in conjunction with the *Client*, to ensure the entire Value Stream is analysed and optimised.

S 543.6.4 Use of Lean methodologies and tools

The *Consultant* deploys, as a minimum, the following core set of Lean CI techniques.

- the Lean Collaborative Planning system, both at a project and programme level, for the contract,
- visual performance management boards, at all levels, for driving and recording team and project performance and
- structured problem solving using recognised techniques such as DMAICT (Define/Measure/Analyse/Improve/Control/Transfer phases), a structured approach which ensures solutions to problems are based upon root cause analysis.

Sitting below each of these three techniques, the *Consultant* employs a range of supporting Lean tools for identifying waste and problem solving.

S 543.6.5 Structured innovation

The *Consultant* utilises a set of tools to expedite the generation of ideas, leading to rapid solutions for improved, more efficient ways of working, and executes a systematic, structured and disciplined approach to innovation as set out in the

“Structured Innovation Guide” (see link in **Annex 02**), although the *Client* accepts that alternative methods may be adopted by the *Consultant*.

S 544 Performance measurement

S 544.1 - 3 Not Used

Performance review

S 544.4 - 7 Not Used

Key Performance Indicators

S 544.X Not Used

S 545 Health Safety and Wellbeing

S 545. 1 Health, safety & wellbeing general requirements

S 545.1.1 The *Consultant* complies with the *Client's* health, safety and wellbeing requirements as detailed in this section.

S 545.1.2 The *Consultant* complies with and operates according to all relevant and prevailing health, safety and wellbeing legislation, considerations, guidance and industry best practice. The *Consultant* Provides the Service in a way that aligns to the *Client's* health, safety and wellbeing policies and initiatives.

S 545.2 Management of Health and Safety

S 545.2.1 The *Consultant*

- operates a health and safety management system in line with the requirements set out in Scope section S 535 (Quality Management System),
- documents the systems and fully and effectively implements the health and safety management system prior to the pre-construction stage and
- provides evidence to the *Service Manager* to demonstrate that the health and safety management system is documented satisfactorily and is effectively implemented to meet the timescale stated above. The *Service Manager* may prevent the *Consultant* from starting any work until such evidence is provided.

S 545.2.2 The requirements for certification in general, of the *Consultant's* management systems are set out in Scope section S 535 (Quality Management Systems).
The certification requirements for the *Consultant's* corporate health and safety system for the contract are as set out in S 535 (Quality Management).

S 545.2.3 The *Consultant* operates and develops its health and safety management system to meet the *Client's* requirements. The *Consultant* provides consistency

of approach and interoperability with other stakeholders where appropriate, ensuring activities are consistent between all stakeholders, allowing seamless provision of *service* between different sites.

S 545.2.4 The *Consultant's* health and safety management system forms part of the *Consultant's* quality plan set out in Scope section S 540.

S 545.3 Consultant's occupational health management system

S 545.3.1 The *Consultant*:

- operates an occupational health management system in line with requirements of the Health and Safety Executive's (HSE) prevailing construction occupational health management model, "Essentials of Managing Construction Health Risks" (see link in **Annex 02**) and
- at the *Service Manager's* request participates in working groups to improve health and safety management performance in relation to the following topics
 - designing for health and safety in buildability, operability and maintenance,
 - construction health and safety improvement and
 - sustainable design and sustainable construction.

S 545.3.2 If, in the opinion of the *Client*, the *Consultant* commits a breach of

- any prevailing legislation,
- the *Consultant's* health and safety management system,
- a subConsultant's health and safety management system or,
- the *Client's* health and safety management system,

the *Service Manager* gives notification to the *Consultant* and raises the issue formally via the Quality Management Points system (as set out in Scope section S 542 Quality Management Points) and the *Client's* health and safety management system assurance process (as set out in Scope section S545.3).

S 545.3.3 The notification provided by the *Service Manager* to the *Consultant* sets out the breach identified with reasons.

S 545.3.4 Where the *Consultant* has been given notification of a breach, the *Consultant* rectifies the breach or failure to Provide the Service, by the date specified by the *Service Manager*. The *Consultant* corrects other breaches that are not notified by the *Service Manager*.

S 545.4 SubConsultants' health and safety management systems

- S 545.4.1 The *Consultant* ensures that any of its subConsultants (at any stage of remoteness from the *Client*) operate a formal health and safety management system which fulfils the requirements set out above.
- S 545.4. 2 The *Consultant* may propose to the *Service Manager* for agreement that a subConsultant (at any stage of remoteness form the *Client*) is not required to operate a formal health and safety management system which fulfils the requirements set out above.

S 545.5 Health, safety and wellbeing culture and communication

- S 545.5.1 The *Consultant* ensures that it creates a culture and communications that align to the *Client*'s "Home Safe and Well" approach (see link in **Annex 02**) as described in Scope section S 545.23.

The *Consultant*

- provides relevant health and safety training, including induction, to relevant Staff and visitors to ensure compliance with prevailing health and safety legislation and approved codes of practice,
- establishes, operates and delivers health and safety employee consultation arrangements to its Staff in accordance with applicable prevailing health and safety legislation,
- operates a behavioural safety programme, measured against the supply chain health, safety and wellbeing maturity matrix (SCMM) [and]
- participates in *Client* / supply chain events, programmes and initiatives if requested by the *Service Manager*.

S 545.6 Health and safety exchange of information

- S 545.6.1 The *Client* provides relevant information requested by the *Consultant* where the information the *Client* holds is necessary to enable the *Consultant* to Provide the Service.
- S 545.6.2 The *Consultant* provides information in the frequency and format specified in the contract. If no frequency and format is specified then the frequency and format is specified by the *Service Manager*.
- S 545.6.3 The *Consultant* immediately brings to the attention of the *Service Manager* any issue or potential issue that may have a detrimental impact on the health, safety and wellbeing of any stakeholders.

S 545.7 Health and safety resources

- S 545.7.1 The *Consultant* retains a sufficient number of competent health and safety resources as part of its management structure and ensures that its relevant resources meet the requirements in S545.7.2 below.

- S 545.7.2 The minimum requirements for the *Consultant's* health and safety resources are that its health and safety and safety representatives hold or demonstrate the following
- have chartered membership of The Institution of Occupational Safety and Health (IOSH),
 - are qualified to “National Examination Board in Occupational Safety and Health” (NEBOSH) diploma standard (or higher),
 - have a demonstrable working knowledge of prevailing health and safety legislation, guidance and approved codes of practice relevant to Providing the Service and
 - have the appropriate level of competence, training and demonstrable experience that would be expected of a qualified, experienced and competent member of its profession providing professional services in connection with works and services of equivalent type size and complexity to the *service*.

S 545.8 Health and safety competence of Staff

- S 545.8.1 The *Consultant* ensures that Staff are competent to Provide the Service and upon request, provides the *Service Manager* with information about the *Consultant's* arrangements for assuring Staff competence and with employee training records.
- S 545.8.2 The *Consultant* confirms to the *Service Manager* that the Staff Providing the Service for the relevant element are suitably qualified and experienced to Provide the Service, with the exception of recognised apprentice schemes who are adequately supervised whilst Providing the Service. The *Consultant* also confirms to the *Service Manager* when any new Staff are appointed or assigned to Providing the Service.

S 545.9 Not used

S 545.10 Incident Reporting and Investigation

- S 545.10.1 The *Consultant* complies with the *Client's* GG128 “Requirements for reporting incidents, events and undesirable circumstances: health, safety, wellbeing, structural and environmental (GG128)” or its later update or replacement, including any time periods required by GG128 (see link in **Annex 02**). If a time period is not specified in GG128 then the *period of reply* applies unless agreed otherwise by the *Service Manager*.
- S 545.10.2 On receipt of a notification of an incident, the *Consultant*, in line with “GG128”, determines if a formal investigation is required, and if required follows the notification, investigation and reporting procedures as set out therein.

- S 545.10.3 The *Consultant* undertakes investigations to identify root cause of the incident with a Competent Person who has relevant training, knowledge and experience in effective accident/incident investigation.
- S 545.10.4 Nothing prevents the *Consultant* from carrying out its own (additional) investigation of an incident, and in such case, the *Consultant* provides a copy of its completed incident report to the *Client*.
- S 545.10.5 The incident report provides
- root cause identification and analysis on the circumstances surrounding the accident/ incident,
 - any remedial measures to be taken in order to prevent a recurrence and
 - relevant photographs and statements
- as an integral part of the report.
- S 545.10.6 Where the *Consultant* is compiling a draft incident report, the *Consultant* discusses the findings in the draft incident report with the *Service Manager* prior to the production of the final draft report.
- S 545.10.7 The *Consultant* implements applicable recommendations arising from incident investigations (and as set out in the report) within the timescales as specified in “GG 128”.
- The *Client* has the right to investigate and incidents wherever they may occur, and the *Consultant* provides any information requested by the *Client*.
- S 545.10.8 The *Consultant* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, Staff and records of the *Consultant* or the subConsultant (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- S 545.10.9 The *Consultant* provides a copy of all materials related to an incident to the *Service Manager* in accordance with the *period of reply*. If the *Consultant* is unable to disclose materials to the *Client* or *Service Manager*, the *Consultant* provides a legal justification statement from its legal counsel that confirms why the materials are not being released for legal reasons.
- S 545.10.10 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements reflecting this section.

S 545.12 Health and Safety Management Audit

- S 545.12.1 The *Consultant* allows the *Service Manager* unrestricted access during contracted hours, to the premises, equipment, materials, Staff and records of the *Consultant* and any subConsultants (at any stage of remoteness from the *Client*) (unless a statutory obligation prohibits the disclosure of any such records) to audit any, or all of the *Consultant*’s health and safety management systems. The

Consultant includes, in all subcontracts, the rights of access for the *Service Manager*.

S 545.12.2 The *Consultant* implements all recommendations from these audits within a timescale agreed with the *Service Manager*.

S 545.13 Construction Design and Management (CDM) Regulations 2015

S 545.13.1 The *Client* appoints relevant CDM duty holders in writing, based upon a review of an organisation's ability and competence to perform the *service*.

S 545.13.2 CDM duty holders (principal *Consultant* and principal designer) discharge their obligations under the "Construction, Design and Management Regulations 2015" in compliance with the "Managing Health and Safety in Construction Guidance on Regulations" (see link in **Annex 02**) and provides the *Service Manager* with such evidence to enable the *Client* to be able to discharge its obligations under the CDM Regulations.

S 545.13.3 Principal [*Consultant*/ and principal designer] duties (as defined by "CDM Regulations 2015" and "The Building Regulations 2010" as amended by The Building Regulations etc (amendment) (England) Regulations 2023" are to be undertaken by the *Consultant* when instructed by the *Project Manager*.

The *Consultant* undertakes the role of principal [*Consultant*/and principal designer and associated duties in respect of the *service* to which the "CDM Regulations 2015" and "The Building Regulations 2010 as amended by The Building Regulations etc. (amendment) (England) Regulations 2023" applies, including

- work carried out by the *Client* or
- work carried out by others.

The *Consultant* refers to the "Construction Industry Training Board (CITB) guidance" (see link in **Annex 02**) when carrying out the principal [*Consultant*/ and principal designer] role. Where the *Consultant* is not required to undertake the principal [*Consultant*/ and principal designer] duties, the *Service Manager* notifies the *Consultant* as to who undertakes this/these role/roles.

S 545.13.4 During the pre-construction phase and before setting up a construction site, the *Consultant* creates a "construction phase plan" in respect of the *service* in compliance with Regulation 12(2) of the "CDM Regulations 2015" and submits it to the *Service Manager* for acceptance.

A reason for not accepting the plan is that it does not contain sufficient details about how health and safety risks are managed during the construction phase.

S 545.14 Medical Fitness

S 545.14.1 The *Consultant* advises the *Service Manager* of any known medical disability or condition of any Staff, who could pose a risk to an individual or, others Providing

the Service. The *Consultant* makes an assessment of the risk and puts in place effective controls to ensure its own health, safety and wellbeing and the health, safety and wellbeing of others in Providing the Service.

- S 545.14.2 When requested by the *Service Manager*, the *Consultant* provides information and other evidence (anonymised and with consideration given to the protection of Personal Data as set out in Scope section S 512 at any stage of remoteness from the *Client*) to demonstrate compliance with the requirement in paragraph S 545.14.1.

S 545.15 Health Assessment and Control

- S 545.15.1 The *Consultant* ensures that Staff are provided with health surveillance as appropriate, having regard to the risks to their health and safety which are identified by a risk assessment and in accordance with prevailing health and safety and other relevant legislation.
- S 545.15.2 The *Consultant* makes wellbeing services available to Staff and supply chain as identified by the risk assessment and as appropriate, taking into consideration the nature of work and duration, and in line with, but not exhaustive of, the *Service Manager's* instructions to make wellbeing services available.
- S 545.15.3 The *Consultant* monitors and records working days lost due to illness and stress-related conditions and introduces management systems for minimising ill health. This data is supplied on request to the *Service Manager*.

S 545.16 Alcohol and Substance Abuse

- S 545.16.1 The *Consultant* develops a 'Prohibited Substance and alcohol procedure' and submits it to the *Service Manager* for acceptance. The *Consultant* implements the submitted 'Prohibited Substance and alcohol procedure' prior to acceptance and along with any later amendments.
- S 545.16.2 The *Consultant's* 'Prohibited Substance and alcohol procedure' includes details of
- testing levels and chain of custody requirements,
 - random testing of at least 10% of
 - Staff,
 - the *Service Manager* (and its team) and
 - *Client* (and its scheme representatives)

per annum (pro-rata per month) in the locations used to Provide the Service,
 - support systems for Staff who have notified of Prohibited Substance and alcohol misuse prior to the test,
 - how testing accounts for all shift patterns and

- how testing accounts for religious or equivalent use of alcohol.

- S 545.16.3 A reason for not accepting of the 'Prohibited Substance and alcohol procedure' is that
- it does not meet the requirements of the Scope or
 - it does not meet the testing level and requirements of the scheme Prohibited Substance and alcohol policy and procedures.
- S 545.16.4 If the Staff failure rate exceeds 4.99% over a rolling 12-month period, the *Consultant* develops and implements an improvement plan within seven days of the Staff failure rate exceeding this level to reduce the failure rate to below 4.99% and submits a copy of the improvement plan to the *Service Manager* for information.
- The *Consultant* stops the use of Staff to Provide the Service who have failed a Prohibited Substance and alcohol test until such times as they pass the relevant Prohibited Substance and alcohol test. Where a Staff member has pre-notified of a prescribed medicine, the *Consultant* redeploys the person to an appropriate role.
- S 545.16.5 The *Consultant* advises the *Service Manager* of all Prohibited Substance and alcohol failures of the *Service Manager* (and its team) and *Client* (and its scheme representatives) on receipt of the results.

S 545.17 Health and safety charity-based incentive schemes

- S 545.17.1 The *Consultant* adopts charity-based incentive schemes covering local and national charities if requested to do so by the *Client*.

S 545.18 Supply Chain Maturity Matrix Action Plan

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

- S 545.18.1 The Supply Chain Maturity Matrix Action Plan (SCMMAP) is based on the "Supply Chain Maturity Matrix" ('SCMM') produced by the *Consultant* (or each Consortium Member).
- S 545.18.2 If the *Consultant* (or each Consortium Member) does not have an agreed SCMMAP with the *Client*, the *Consultant* (or each Consortium Member) delivers a SCMMAP and submits it for acceptance by the *Service Manager* by the date required by the *Service Manager*.
- A reason for not accepting the SCMMAP is as set out in paragraph S 545.18.6.
- S 545.18.3 The SCMMAP details specific actions to be taken under the contract by the *Consultant* (or each Consortium Member) and its subConsultants (at any stage of remoteness from the *Client*) in order to support delivery of the improvements

identified in the implementation plan(s) for the *Consultant* (or each Consortium Member).

- S 545.18.4 The *Consultant* (or each Consortium Member) keeps a controlled copy of the “SCMMAP” available for inspection by the *Client* at all times.
- S 545.18.5 The *Consultant* (or each Consortium Member) updates its SCMMAP in line with and to support delivery of the improvements identified in, the implementation plan(s) and on each anniversary of the Contract Date. The annual updates are based on the updated SCMMAP and implementation plan(s) produced by the *Consultant* (or each Consortium Member).
- S 545.18.6 A reason for not accepting the SCMMAP is that it does not
- comply with the requirements of the contract or
 - provide the Service Manager the confidence that the proposed actions are capable of delivering the improvements identified in the implementation plans.
- S 545.18.7 At any time, the *Service Manager* may notify the *Consultant* (or if appropriate the relevant Consortium Member) if it is considered that the SCMMAP
- does not comply with the requirements of the contract or
 - is not capable of delivering the improvements identified in the implementation plans.
- S 545.18.8 Within 14 days following such notification or non-acceptance, the *Consultant* (or each Consortium Member) reviews the SCMMAP and the reasons or comments and submits to the *Service Manager* for acceptance a revised/updated SCMMAP clearly setting out proposed changes.

S 545.19 Management of Road Risk

S 545.19.1 Not Used

S 545.19.2 Not Used

S 545.19.3 Not Used

S 545.20 Driving for Better Business (DfBB)

S 545.20.1 Not Used

S 545.20.2 Not Used

S 545.20.3 Not Used

S 545.21 Supply Chain Safety Leadership Group

Preamble: The following processes shall be followed by the *Consultant* where the *Service Manager* requires them to be adhered to or used.

S 545.21.1 The industry initiatives created and endorsed by the Supply Chain Safety Leadership Group as set out in the documents below

- “Common Intent”
- “Raising the Bar” and
- “Lessons Learnt”
- drive improvements in health, safety and wellbeing standards across the industry (see links in **Annex 02**).

S 545.21.2 The *Consultant* compares the “Common Intent” and “Raising the Bar” initiative guidance with its own health safety and wellbeing practices and provides a report to the *Service Manager* detailing the *Consultant*’s current position in line with these initiatives.

Where the *Consultant*’s working practices surpass those set out in the guidance, the *Consultant* provides details of these to allow the *Client* to update its guidance for the benefit of all road workers.

Where the “Common Intent” or “Raising the Bar” guidance is more comprehensive than the *Consultant*’s, the *Consultant* produces a remedial plan for bringing its working practices up to this minimum standard. The *Consultant* produces and implements the remedial plan within three months and updates and amends its management systems as identified by gap analysis.

S 545.21.3 The *Client* undertakes an audit process established to assure the implementation of “Common Intent” and “Raising the Bar” activities against the *Consultant*’s working practices in this area.

S 545.22 Home safe and well approach

S 545.22.1 The *Consultant* submits a strategy of how it operates to meet the *Client*’s “Home Safe and Well” approach (see link in **Annex 02**) to the *Service Manager* for acceptance.

S 545.22.2 The *Consultant* commits and contributes to the *Client*’s “Home Safe and Well” approach by defining its own commitment to getting everyone home safe and well.

S 545.22.3 The *Consultant*

- considers how its role in connecting the country can make a difference to customers and embeds safety as the first imperative across all areas of its responsibility,
- recognises the behaviours that enable the culture change required to achieve and deliver the *Client*’s objectives,

- engages and collaborates as appropriate with the *Client*, other supply chain partners and other stakeholders to promote health, safety and wellbeing, recognising behaviours that bring the “Home Safe and Well” approach to Provide the Service,
- is responsible and accountable for the health, safety and wellbeing of its Staff and
- embeds the “Home Safe and Well” approach within the Supply Chain Maturity Matrix (SCMM) and the Supply Chain Maturity Matrix Action Plan (SCMMAP).

S 545.23 Deleterious and hazardous materials

Preamble: The following shall apply where applicable in relation to the scope of services previously outlined under S 200 Description of the service

Asbestos

- S 545.23.1 The *Consultant* complies with the “Control of Asbestos Regulations 2012” and “GG105 - Asbestos management (GG105)” (see link in **Annex 02**).

Other materials

- S 545.23.2 The *Consultant* manages other deleterious and hazardous materials unearthed by the works in accordance with current good practice, codes of practice and legislation.

S 545.24 “Highways Passport” scheme

- S 545.24.1 - Not Used
5

S 545.25 Health, Safety and Wellbeing Plans

- S 545.25.1 The *Consultant* produces all the Health, Safety and Wellbeing Plans in the form which the contract requires within six weeks after the *starting date*.
- S 545.25.2 The period for producing the Health, Safety and Wellbeing Plans may be extended by no more than four weeks if the *Service Manager* and the *Consultant* agree to the extension before the Health, Safety and Wellbeing Plans are due. The *Service Manager* notifies the period of extension that has been agreed to the *Consultant*.
- S 545.25.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 550 Legal requirements

- S 550.1 Any health and safety duties and/or legal requirements are to be those required by legislation.

S 555 Disclosure Requests

- S 555.1 The *Consultant* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable, The Public Interest Test) to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the *Service Manager* consults with the *Consultant* before doing so in accordance with “Cabinet Office Freedom of Information Code of Practice (see link in **Annex 02**). The *Consultant* responds to a consultation by the deadline set by the *Service Manager* and to the *Service Manager’s* satisfaction. The *Consultant* acknowledges that it is for the *Client* to determine whether such information is disclosed.

- S 555.2 When requested to do so by the *Service Manager*, the *Consultant* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the Disclosure Request relevant legislation below

- “Freedom of Information Act 2000”
- “Environmental Information Regulations 2004”,
- “PPN 01/17 Update to Transparency Principles” and it’s related guidance “The Transparency of Suppliers and Government to the Public” and
- “PPN 01/23 Requirements to Publish on Contracts Finder” and it’s related “Guidance on the Transparency Requirements for Publishing on Contracts Finder.”

(see links in **Annex 02**).

- S 555.3 The *Consultant* passes any Disclosure Request received to the *Service Manager* within 2 (two) days of receipt, unless the *Service Manager* agrees otherwise. The *Consultant* does not respond directly to a Disclosure Request unless instructed by the *Service Manager*.

- S 555.4 The *Consultant* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with

- “Procurement Policy Note 01/17 Update to Transparency Principles (PPN 01/17)”- and its related guidance, “The Transparency of Suppliers and Government to the Public” -and
- “PPN 01/23 Requirements to Publish on Contracts Finder” and it’s related “Guidance on the Transparency Requirements for Publishing on Contracts Finder”

except to the extent that any information in it is exempt from disclosure pursuant to the “Freedom of Information Act 2000” (see links in **Annex 02**).

The *Service Manager* consults with the *Consultant* before deciding whether the information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision.

- S 555.5 In accordance with “PPN 01/17 Update to Transparency Principles”, the *Consultant*
- co-operates with and assists the *Service Manager* to enable the *Client* to comply with its obligations to publish information or
 - agrees with the *Service Manager* a schedule for the release to the public of information relating to the *Client*,
 - provides information to assist the *Client* in responding to queries from the public as required by the *Service Manager* and
 - supplies the *Service Manager* with financial data relating to the contract in the form and in the times specified.

S 555.7 Not Used

S 556 Official Secrets Act

- S 556.1 The Official Secrets Acts 1911 to 1989 (the “Official Secrets Acts”) (see links in **Annex 02**) apply to the contract from the *starting date* until the Completion Date.
- S 556.2 The *Consultant* notifies its employees and subConsultants (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Acts.
- S 556.3 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

S 557 Confidentiality

- S 557.1 The *Consultant* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of the contract and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Consultant* in the course of Providing the Service
- except that the *Consultant* may disclose information to
- to its legal or other professional advisers,
 - to its employees and subConsultants (at any stage of remoteness from the *Client*) as needed to enable the *Consultant* to Provide the Service,

- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental, parliamentary or other public bodies, provided that prior to disclosure the *Consultant* consults the Service Manager and takes full account of the *Client's* views about whether (and if so to what extent) the information is to be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Consultant* or
- with the consent of the *Service Manager*.

S 557.2 The *Consultant* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S 557.3 Not Used

S 560 Form of retained documents

Handover between Consultants

S 560.1 If required, the *Consultant* arranges for the receipt through the *Service Manager* of all information relating to the *service* from the consultant previously appointed for the delivery or procurement of the *service* or otherwise.

S 560.2 If required, the *Consultant* arranges for the transfer through the *Service Manager* of all information relating to the *service* to the *Consultant* subsequently appointed for the delivery or procurement of the *service* or otherwise.

S 561 Format of records

S 561.1 The *Consultant* ensures that records are created and maintained in a format acceptable to the *Service Manager* such as

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* information systems as set out in section S 514, reference documents or guidance manuals as agreed with the *Service Manager*.

S 561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Service Manager*.

S 561.3 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into

account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Service Manager*.

S 561.4 Not Used

S 562 Records and audit access

- S 562.1 The *Consultant* keeps documents and information obtained or prepared by the *Consultant* or any subConsultant (at any stage of remoteness from the *Client*) in connection with the contract for a period of 12 years after Completion or earlier termination.
- S 562.2 The *Consultant* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any subConsultant (at any stage of remoteness from the *Client*).
- S 562.3 The *Consultant* provides such explanations as the *Client* or the Comptroller and Auditor General considers necessary.
- S 562.4 This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the “National Audit Act 1983” (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*.
- S 562.5 The *Consultant* records efficiencies within the efficiency register in the format provided by the *Service Manager*. It updates and submits the efficiency register to the *Service Manager* for acceptance. A reason for not accepting the efficiency register is it does not comply with the criteria for an efficiency.

S 563 Deed of Novation

- S 563.1 If agreed by the *Client*, when the *Consultant* wishes to novate the contract to another consultant, it executes a novation agreement in the form set out in **Annex 08** (or such other form as the *Client* may reasonably require).
- S 563.2 If the proposed new consultant is not a company incorporated in and subject to the laws of England and Wales, the *Consultant* gives the *Client* a legal opinion in support of the new consultant. The legal opinion requirements are set out in section S 1102 (legal opinion). The legal opinion is given, signed and issued by an independent regulated legal firm which is
- independent of the proposed New Consultant (as defined in the novation deed), the *Consultant*, Consortium Members, Guarantors and alternative guarantors,
 - qualified and registered to practise in the jurisdiction in which the relevant entity is incorporated and
 - agreed by the *Service Manager*.

S 600 Information and other things provided by the *Client* and Others

S 605 Provision by the *Client*

- S 605.1 The *Client* will be responsible for making payment of charges from utility companies for either the adaption of existing and/or provision of new incoming mains services.
- S 605.2 The *Client* will be responsible for providing the installation ICT/Communication Installations/Digital Services Installations by the employment of a specialist Consultant.
- S 605.3 The *Client* will be responsible for providing the installation of furniture, fixtures and fittings by the employment of a specialist Consultant.
- S 605.4 The *Client's* Project Team will provide design information as set out within the Design Responsibility Matrix.

S 610 Provision by Others

- S 610.1 Third parties will provide information where applicable for the project, such as utility companies, statutory bodies, local authorities and the like.

S 615 Approvals from Others

- S 615.1 Third parties will be required to undertake approval where applicable for the project, such as utility companies, statutory bodies, building control, local authorities and the like.
- S 615.2 The *Client's* ICT/Communication Installations/Digital Services Installations Consultant will be permitted to offer approval to any work elements that affect their installations or works.
- S 615.3 The *Client's* furniture, fixtures and fittings Consultant will be permitted to offer approval to any work elements that affect their installations or works.

S 700 Timing, programme and Completion

S 705 Programme requirements

- S 705.1 The *Consultant* produces and supplies to the *Service Manager* a detailed scheme schedule in format, to be agreed with *Service Manager*.
- S 705.2 The *Consultant* identifies all key and additional milestones and includes the critical path, statutory process milestones, start of *works*, pre-construction stage durations, construction delivery stage durations, handover to operations directorate and all post completion activities.
- S 705.3 The *Consultant* is to strictly adhere to the proposed phasing / sequencing / sectional completion requirements. Deviation from these requirements will not be permitted, without prior consent of the *Service Manager*.

S 705.4 Programme Content Pre-construction Stage

Following a request by the *Service Manager* the *Consultant* submits in an approved form a programme for the works, which must include details of

- A detailed pre-construction programme, including all activities to be undertaken, earliest and latest start and finish dates for each activity and identify all critical activities, commencement date(s), access date(s), key date(s), sectional completion date(s) and completion date(s) for the project,
- The date(s) for provision of Client requirements to the Consultant, including the issue of documents necessary for the project,
- Date(s) when in order to provide the works the Consultant requires access to any part of the project,
- The date(s) for issue of *Consultant* design information and/or Statement / Proposal for the project to the *Client/ Service Manager/ Client's* project team,
- The date(s) for inspection, checking and comment by the *Client/ Service Manager/ Client's* project team of *Consultant* design information and/or Statement / Proposal for the project, including sufficient allowance for submittal and review,
- Timescales for *Client* to undertake due diligence and governance upon the *Consultant's* design information / proposals.
- Any other details necessary for the planning of the service.

S 705.5 The *Consultant* agrees the attendance at all meetings with the *Service Manager*. The *Consultant* does not attend meetings without *Client* representation, unless agreed with the *Service Manager*. This applies to meetings with both internal and external stakeholders. The *Consultant* establishes and documents the terms of reference for each meeting.

S 705.6 Any programme assumptions are to be stated.

The programme is to be cost and resource loaded to facilitate earned value process and reporting.

The *Consultant* complies with the quality assurance checks defined by the programme specific appendices. The *Consultant* is to comply with the latest version or any subsequent versions as instructed by the *Service Manager*. All activities are to be sequentially linked such that the programme does not contain open ended activities and unnecessary constraints. Use of lags is minimised and defined in the programme's narrative.

The programme includes details of all consents and licence requirements.

S 705.7 Any outcomes from meetings with Others are fully reflected within the next programme submitted for acceptance.

S 705.8 Not Used

S 706 Programme narrative

S 706.1 The *Consultant* provides a narrative to the *Service Manager* for the programme to explain how the programme has been developed, with reference to the safe system of work and include an explanation of how the service is delivered.

S 706.2 Not Used

S 706.3 Not Used

S 710 Format of the programme

S 710.1 The *Consultant* produces and supplies to the *Service Manager* a detailed scheme schedule in a format agreed between the *Consultant* and the *Service Manager*.

S 710.5 Not Used

S 715 Sequence and timing

S 715.1 The programme is to make allowance for any requirements and constraints on the sequence and timing of the *service*, in addition to the Completion Date(s) and any key Dates set out in the Contract Data. This is to include details of the timing of when deliverables need to be submitted.

S 720 Information and other things provided by the *Client* and Others

S 720.1 The *Consultant* is to make allowance in their programming and detail the order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. To include

- Sharing the Working Area with Others,
- Co-operation and Co-ordination,
- Statutory authorities/bodies and utilities providers (if applicable),
- ICT/Communication Installations/Digital Services,
- Furniture, fixtures and fittings.

S 720.2 The specific requirements and constraints for work of the *Client* and Others is detailed below

- The *Consultant* is to liaise with and coordinate their services with the *Client's* ICT/Communication Installations/Digital Services Consultant to deliver a complete and functioning building that can be immediately occupied and operated by the *Client* post-completion.

- The *Consultant* is to liaise with and coordinate their services with the *Client's* Furniture, fixtures and fittings Consultant to deliver a complete and functioning building that can be immediately occupied and operated by the *Client* post-completion.
- The *Consultant* is to liaise with and coordinate their services with local authorities, building control, statutory authorities/bodies and utilities providers (where applicable)

S 720.3 Not Used

S 720.4 Not Used

S 725 Revised programme

S 725.1 The *Consultant* submits a revised programme when instructed to do by the *Service Manager*. The *Consultant* is to comply with the latest version, or any subsequent versions as instructed by the *Service Manager*.

S 725.2 Revised programmes include the following information

- Format and content: Compatible with the accepted programme,
- The *Consultant* is to provide a detailed progress update to the *Service Manager* in writing and issue a marked-up *Consultant's* Programme comparing the progress of the design (where applicable), execution and commissioning of the works or relevant Section with the current *Consultant's* Programme,
- The *Consultant* is to promptly advise the *Service Manager* in the event of delay or disruption to the works as required under the Contract and set out the measures which the *Consultant* is taking or proposes to take to minimise, mitigate or make good such delay or disruption,
- change log detailing all new activities,
- changed durations,
- changed calendar assignments,
- changed dependencies,
- changed assumptions – either amended, removed or added, and changes to the sequences.

S 725.3 Not Used

S 730 Completion definition

S 730.1 The work to be done by the Completion Date for the whole of the *service* is all the work required by the contract with the exception of any work listed below that is to be completed after Completion.

S 730.2 Completion is achieved once the *Consultant* has completed all work required under the Scope.

- S 730.3 The activities and documents in S 731 (documents) are to be completed and accepted by the *Service Manager*. Please note that the *Client* is continually improving and updating its systems and processes and the list in S 731 may be subject to amendment during the duration of the contract.

S 731 Documents

- S 731.1 The list of documents/ activities to be completed in order to achieve Completion are as follows
- At the completion of the pre-construction stage process the *Consultant* will provide a proposal that includes the following for the Construction Contract
- a) A completed draft of the Form of Agreement.
 - b) A completed draft of the Scope document (a copy of a template Scope document and associated annexes for the construction contract under NEC4 ECC Option A (a template is included elsewhere within the Invitation for Tender documents), including (but not limited to)
 - Technical and operational information and documentation necessary for the construction delivery stage of the project,
 - Health and Safety and Construction (Design and Management) Regulations 2015 (CDM 2015) information and documentation necessary for the construction delivery stage of the project,
 - All design information and documentation necessary for the construction delivery stage of the project,
 - c) A completed draft of Contract Data Part One for the NEC4 ECC Option A contract, including all necessary associated information and documentation.
 - d) A completed draft of the Short Schedule of Cost Components for the NEC4 ECC Option A contract.
 - e) Total of the prices as necessary for the NEC4 ECC Option A contract, which is fixed price, to reflect the extent and programme for the project, including the provision of an Activity Schedule. In addition, all information and documents used in collating the Activity Schedule to be included.
 - f) A completed draft of Contract Data Part Two for the NEC4 ECC Option A contract, including all necessary associated information and documentation.
 - g) A completed draft of the Early Warning Register for the project,

- h) A completed draft of subcontract warranties and a schedule of subConsultants required to provide warranties.
- i) All necessary project programming and planning information and documentation for completing Contract Data Part Two for the NEC4 ECC Option A contract,
- j) A completed draft of all other necessary information by the *Consultant* to enable the *Client* to award a NEC4 ECC Option A contract to the *Consultant* under the NEC4 ECC Option A contract.

S 731.2 The *Consultant* delivers to the *Service Manager* on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats

- scanned electronic image (.pdf),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* information systems as set out in Scope section S 514, reference documents or guidance manuals as agreed with the *Service Manager*.

S 731.3 The *Consultant* provides the documents required for the *Client* to take over the *service* at the time required by and in accordance with the *Client's* current procedures as detailed in S 731.2.

S 732 Pre-Completion arrangements

S 732.1 - 5 Not Used

S 733 Security

S 733.1 Security at Completion – No specific services applicable

S 735 Sectional Completion

S 735.1 The work to be done by the Completion Date for a *section* of the *service* is all the work included in the *section* as described previously.

S 735.2 Not Used

S 800 Other requirements of the conditions of contract

S 805 *Consultant's* application for payment

S 805.1 The *Consultant* provides a breakdown of the application for payment to the prescribed data standard and in the format required by the *Service Manager*.

Application for Payment: The *Consultant* provides details of amounts requested under the Contract together with all necessary supporting information.

The *Consultant* provides with each application for payment a detailed priced statement of work executed prepared at the date of each assessment date, with quantities and unit rates monied out to agree with the amount claimed.

The statement is annotated in order to refer to and be subdivided into the same elements as per the submitted Activity Schedule and such further details as may be required to substantiate the *Consultant's* application for payment.

A schedule of Compensation Events: The *Consultant* provides all necessary supporting information.

- S 805.2 The *Consultant* notifies the *Service Manager* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.

S 806 Provision of price information

- S 806.1 The *Consultant* is to provide a priced Activity Schedule as previously outlined.

- S 806.2 Data to be supplied by the *Consultant* after Completion includes
- all documentation to be provided as required under S 200 Description of the service (inter alia all other documentation specified above),
 - final account documentation'
 - as required elsewhere within this document.

- S 806.3 Not Used

S 807 Cost verification

- S 807.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost incurred.

- S 807.2 The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

- S 807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

- S 807.4 Not Used

S 810 Client use of the material

- S 810.1 The *Client* intends to use the material provided by the *Consultant* for the purposes of delivering and managing the project and/or to maintain the building/asset post-completion.

In addition, the *Client* may use the material provided by the *Consultant* for consideration when developing other similar projects.

Refer also NEC4 ECC Option A Core Clauses and Z clauses as referred to with Contract Data Part One.

S 815 *Consultant* use of the material

- S 815.1 The *Consultant* does not use any materials provided by the *Consultant* under the contract for other work.

S 820 Records of expenses

- S 820.1 The *Consultant* is to maintain records, invoices, receipts and other supporting documentation for all expenses incurred to support any claim for payment under the Contract.

S 825 Subcontracting

- S 825.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for Providing the Service, or where the subConsultant was named as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subConsultant or supplier for works or services with a subcontract value in excess of £10,000.00.
- S 825.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subConsultant and procures that its subConsultants (at any stage of remoteness from the *Client*) do the same.
- S 825.3 The *Consultant* ensures that all subConsultants (at any stage of remoteness from the *Client*) who satisfy the requirements at S 825.1 are Named Suppliers.
- S 825.4 The *Consultant* may propose to the *Service Manager* that a subConsultant (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subConsultant (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S 825.5 The *Consultant* ensures that all subcontracts with subConsultants (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subConsultants (at any stage of remoteness from the *Client*) have terms and conditions that align with the contract.
- S 825.6 The *Consultant* may propose to the *Service Manager* that a subcontract used to appoint a subConsultant (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Consultant* does not appoint a subConsultant (at any stage of remoteness from the *Client*) using a contract form other than NEC

unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be an NEC form.

S 825.7 The *Consultant* submits the proposed subcontract's

- contract data and scope if an NEC form of contract is used or
- the full subcontract if an NEC form is not used

for each subcontract of a subConsultant (at any stage of remoteness from the *Client*) to the *Service Manager* for acceptance, and for the purposes of clause 23.4 (where main Option C, D, E or F applies) this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. A reason for not accepting the contract data, scope or the full subcontract (as the case applies) is

- it does not comply with the obligations of the contract,
- it does not align with the risk transfer of the contract or
- in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subConsultant.

S 825.8 The *Consultant* ensures that any subcontract or subsubcontract of a subConsultant (at any stage of remoteness from the *Client*) is capable of being novated to a replacement consultant.

S 825.9 The *Consultant* may propose to the *Service Manager* that a subcontract of a subConsultant (at any stage of remoteness from the *Client*) is not capable of being novated to a replacement consultant. The *Consultant* does not award such a subcontract that is not capable of being novated to a replacement consultant unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement consultant.

S 825.10 When requested by the *Service Manager*, the *Consultant* executes or procures the relevant subConsultants (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement consultant.

Criteria for the submission and award of a subcontract

S 825.11 The *Consultant* awards any subcontract on the basis of the most economically advantageous tender (within the meaning of the Public Contracts Regulations 2015 and the Treaty on the Functioning of the European Union (TFEU)) (see link in **Annex 02**) following a fair, transparent and competitive process proportionate to the nature and value of the subcontract. The *Consultant* conducts the financial assessment of any subcontract tenders on a whole life cost basis.

- S 825.12 The *Consultant* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed subcontract to the *Service Manager* for acceptance before advertising any proposed subcontract.
- S 825.13 A reason for the *Service Manager* not accepting the submission is that the proposed assessment criteria, assessment methodology or scoring methodology
- are not transparent (as defined in the “Public Contracts Regulations 2015”),
 - do not allow equal treatment of all tenderers (as defined in the “Public Contracts Regulations 2015”) or
 - do not comply with the contract.
- S 825.14 Before advertising any proposed subcontract, the *Consultant* submits to the *Service Manager* for acceptance
- the proposed subcontract in full and
 - a report demonstrating how the proposed subcontract meets all the obligations and requirements for a subcontract under the contract.
- S 825.15 A reason for the *Service Manager* not accepting the proposed subcontract is that it does not meet the obligations or requirements of the contract.
- S 825.16 The *Consultant* submits to the *Service Manager* for acceptance the name of the proposed subConsultant and a report demonstrating
- how the proposed appointment complies with the contract,
 - how the proposed subConsultant demonstrates and meets the assessment criteria and
 - how the assessment methodology and scoring methodology have been complied with.
- S 825.17 A reason for the *Service Manager* not accepting the proposed appointment of a subConsultant is that
- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
 - the tender assessment does not demonstrate how the subConsultant meets the assessment criteria,
 - the subConsultant’s appointment does not allow the *Consultant* to Provide the Service or
 - the subConsultant’s appointment does not comply with the contract.
- S 825.18 In procuring all subcontracts, the *Consultant* takes into account
- compliance by the subConsultant with
 - health and safety legislation,
 - welfare legislation or

- employment legislation,
- environmental outcomes including
 - the minimisation of carbon embodied and emitted in the materials or products supplied and services performed to Provide the Service,
 - sustainable sourcing of materials,
 - the aesthetic design of products and
 - any other criteria required to meet BREEAM requirements for the project.
- social value including
 - the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Service, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more) and
 - the subConsultant's commitment to provide training in the skills needed to perform any subcontract or to Provide the Service, such as the hiring of apprentices and
- the whole life cost and cost-effectiveness of any materials or products used in or to Provide the Service, including the cost (measured over the life-cycle of the material or product in question) of
 - transport or transportation,
 - insurance,
 - assembly and construction, disposal and
 - use, including
 - the cost of energy and other resources,
 - maintenance costs and
 - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture,
 - recycling and disposal,
- the interests of stakeholders affected by the service including
 - delays or inconvenience to road users and
 - *environmental impacts to residents.*

S 826 Contract Finder

- S 826.1 The requirements of this section S 826 do not apply to subcontracts placed under a Category Purchase Agreement.

- S 826.2 Where the forecast amount due to be paid to the *Consultant* is £5,000,000.00 or more per annum at the Contract Date or where Option X22 is used, the *Consultant*
- subject to paragraphs S 826.4, S 826.5 and S 826.6, advertises on “Contracts Finder” (see link in **Annex 02**) all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000.00 that arise before Completion,
 - within 90 days of awarding a subcontract to a subConsultant (at any stage of remoteness from the *Client*), updates the notice on “Contracts Finder” with details of the successful subConsultant,
 - monitors the number, type and value of the subcontract opportunities placed on “Contracts Finder” advertised and awarded in its supply chain prior to Completion and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
 - promote “Contracts Finder” to its suppliers and encourage those organisations to register on “Contracts Finder”.
- The calculation of £5,000,000.00 or more per annum in this paragraph is in accordance with footnote 1 to “Procurement Policy Note PPN 01/18” (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract.
- S 826.3 Each advert referred to in paragraph S 826.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on “Contracts Finder” by the *Consultant*.
- S 826.4 The obligation at paragraph S 826.2 only applies in respect of subcontract opportunities arising after the Contract Date.
- S 826.5 The *Consultant*, may propose to the *Service Manager* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Service Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on “Contracts Finder”.
- S 826.X Not Used

S 827 Prompt payment

- S 827.1 The *Consultant* includes in the subcontract with each subConsultant (at any stage of remoteness from the *Client*)
- a requirement that payment to be made within a specified period not exceeding 30 days from and including the date of receipt of the subConsultant’s application for payment (save that the amount payable in respect of that application is subject to a valid payment notice (or valid pay

less notice where appropriate) as required by the “Housing Grants, Construction and Regeneration Act 1996” (as amended) (see link in **Annex 02**),

- a requirement that any invoices for payment submitted by the subConsultant are considered and verified by the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract, promptly and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the subcontract requirements and
- a provision requiring the subConsultant to assess the amount due to a subConsultant (at any stage of remoteness from the *Client*) without taking into account the amount paid to the *Consultant*, or (in respect of any subcontract below the first tier) the payer under the relevant subcontract.

S 827.2 The *Consultant* includes in the contract with each subConsultant

- a period for payment of the amount due to the subConsultant not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subConsultant has completed from the previous assessment date up to the current assessment date in the contract,
- a provision requiring the subConsultant to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
- a provision requiring the subConsultant to assess the amount due to a subConsultant without taking into account the amount paid by the *Consultant* and
- provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subConsultants (at any stage of remoteness from the *Client*) valid invoices are to be paid within 30 days after the date on which payment becomes due under the contract.

S 827.3 The *Consultant* notifies non-compliance with the timescales for payment

- to the *Client*,
- to the *Service Manager* and
- through the government’s “Public Procurement Review Service” (formerly known as the mystery shopper service) (see link in **Annex 02**).

The *Consultant* includes this provision in each subcontract and requires subConsultants (at any stage of remoteness from the *Client*) to include the same provision in each subsubcontract with the intention that all subConsultants (at any stage of remoteness from the *Client*) include the same provision.

- S 827.4 The *Consultant* shall provide evidence of prompt payment in compliance with clause S 827.1 as follows
- provide copies to the *Project Manager* of any notice under “Housing Grants, Construction and Regeneration Act 1996” (as amended) issued by the *Consultant* to subConsultants, within 7 days of issue to the subConsultant,
 - provide copies to the *Project Manager* any payment certificate (or the like) produced and issued in respect of a payment to a subConsultant, within 7 days of issue to the subConsultant,
 - where deemed necessary by the *Project Manager*, permit access to the *Consultants* accounting and/or payment system to undertake an audit of when payments have actually been made to subConsultants. Such access will be provided within 7 days of a request by the *Project Manager*.

- S 827.5 The *Consultant* shall provide to the *Project Manager* copies of any notices issued by subConsultants in respect of non-payment and/or payment beyond the date for payment stated within the subcontract, within 7 days of issue by the subConsultant.
- Thereafter, the *Consultant* shall provide to the *Project Manager* copies of any further correspondence relating to such a notice, including how the non-payment and/or payment beyond the date for payment stated within the subcontract matter was resolved.

S 828 Advertising Subcontracts in accordance with the Public Contracts Regulations 2015

- S 828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* are
- procured in full compliance with the Public Contracts Regulations 2015, or its replacement, (the “Public Contracts Regulations”) and
 - are capable of being novated to the *Client* or an Other.
- S 828.2 When requested by the *Service Manager*, the *Consultant* procures the relevant subConsultant executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement consultant.
- S 828.3 The *Consultant* may use the *Client’s* e-tendering system to procure any subcontract required by this section S 828 of the Scope. The *Service Manager* arranges for advice and support on the use of the *Client’s* e-tendering system.
- S 828.4 The *Consultant* does not publish any procurement documents until the *Service Manager* has accepted them.
- S 828.5 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Public Contracts Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents

- do not comply with the “Public Contracts Regulations”, any case law or any “EU Regulations”,
- do not comply with or meet the requirements of the contract,
- in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or
- do not enable the *Consultant* to Provide the Service.

S 829 Records and Reporting for Small, Medium & Micro Enterprises (SME)

S 829.1 Small, medium or micro enterprise’s (SME) are defined in table below

Company category	Staff headcount	Turnover (annual)	or	Balance sheet total
Medium size	<250	< £50 m		< £43 m
Small	<50	< £10 m		< £ 10 m
Micro	<10	< £2 m		< £ 2m

S 829.2 For each SME employed on the contract, as defined in the table in S 829.1, the *Consultant* reports to the *Client* each quarter from the *starting date* until the Completion Date

- the name of the SME,
- the category of SME (small, Medium or Micro),
- the value of the contract undertaken by the SME,
- the monthly amounts paid to the SME in the quarter and
- the aggregated value paid to the SME since the *starting date*.

S 829.3 The *Consultant* acknowledges that the *Client* may

- publish the information supplied under this section, along with the *Consultant’s* name and the name of the contract and
- pass the information supplied under this section to any government department who may then publish it along with the names of the SMEs, the *Consultant’s* name or the contract.

S 829.4 The *Consultant* ensures that the *conditions of contract* for each subConsultant (at any stage of remoteness from the *Client*) include

- a term allowing the *Client* to publish the information supplied under this section and
- obligations similar to those set out in this section.

S 830 Training

S 830.1 The *Client* provides relevant training for all relevant systems listed in S 514 (Information Systems).

S 830.2 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

A reason for not accepting the list of appropriate Staff is that it does not

- comply with the Scope,
- enable the *Consultant* to Provide the Service,
- enable the *Consultant* to comply with the contract or
- comply with best industry practice or
- allow other Parties to Provide the Service.

The *Consultant* amends the list of appropriate Staff to be trained in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Consultant* complies with the list of appropriate Staff to be trained once it has been accepted.

S 830.X Not Used

S 831 Security

S 831.1 Security is to be undertaken by the *Consultant* as required by the *Service Manager*, subject to the undertaking the scope of services previously outlined under S 200 Description of the service, in respect of any access to the site to undertake the service.

S 831.2 Occupied Premises

- Extent: Existing buildings are to be occupied and/ or used during the undertaking of scope of services previously outlined under S 200 Description of the service.
- Works: Carry out without undue inconvenience and nuisance and without danger to occupants and users.

S 831.3 Working Precautions/ Restrictions

- Hazardous areas: Operatives must take appropriate precautions to respond to any hazards encountered during the undertaking of scope of services previously outlined under S 200 Description of the service.

S 832 Meetings

S 832.1 Following the Contract Date, the *Consultant* [and its project team] convene and attend monthly meetings with the *Service Manager*. The following attendees from

the *Consultant* at these meetings are required unless otherwise agreed by the *Service Manager*

- Contract Manager,
- Project/Site Manager,
- Design Manager,
- Health and Safety coordinator and
- support staff deemed necessary for the meeting or as requested by the *Service Manager*].

S 832.2 The monthly meetings (or shorter period should the *Service Manager* instruct) are held at a location to be agreed between the *Consultant* and the *Service Manager*.

S 832.3 The *Consultant* prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and issues the agenda to the *Service Manager* at least four (4) working days prior to the meeting.

S 832.4 The *Consultant* prepares and submits to the *Service Manager*, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information

- progress report for the period covered by meeting,
- information related to project performance indicators,
- programme for the next reporting period,
- actual start dates of activities commenced since the previous updates and reasons for any changes from the approved *works* programme,
- actual completion dates of activities completed since the previous update and reasons for any changes from the approved *works* programme,
- the anticipated time for completion, in working days, for activities in hand,
- any change requested by the *Consultant* to the Completion Date and the reasons for any change,
- proposals for retrieval of any slippage to the approved *works* programme
- design issues,
- certificate status,
- confirmation of scheme costs estimates and budget forecast,
- payment schedule including agreement of compensation events,
- insurance related issues,
- SubConsultants,
- quality matters,

- safety and Construction (Design and Management) Regulations 2015 (CDM 2015) issues,
- customer service matters,
- customer complaints,
- Early Warning Register, [and]
- Communications.

S 832.6 The *Consultant* prepares and issues minutes of the meeting/ workshop to the *Service Manager* for acceptance within five (5) working days of the date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action. A reason for not accepting the minutes of the meeting / workshop is that they do not represent the outcomes of the meeting / workshop.]

S 900 Acceptance or procurement procedure (Options C and E)

S 905 Procurement procedures

S 905.1 Not Used

S 910 Submission & acceptance procedures

S 910.1 Not Used

S 1000 Accounts and records (Options C and E)

S 1000.1 Not Used

S 1005 Additional records

S 1005.1 The following additional records are to be kept by the *Consultant* for the purposes of assessing compensation events

- Timesheets and resource allocation record,
- Forecasts of total Defined Cost and
- Specific procurement & cost reports.

S 1100 Ultimate holding company guarantee (Option X4)

S 1100.1 Option X4 is Not Used – instead use the *Client's* form of Parent Company Guarantee.

S 1101 Parent Company Guarantee

S 1101.1 If the *Consultant* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 09**. If the entity that is required to provide the Parent Company Guarantee is a not company incorporated in and subject to

the laws of England and Wales, the *Consultant* provides a legal opinion in support of a Parent Company Guarantee.

S 1102 Legal Opinion

S 1102.1 Any legal opinion provided by the *Consultant* in support of

- a Parent Company Guarantee from
- an Alternative Guarantee from
- Form of Performance Security (or an alternative form of bond or security agreed by the *Service Manager* or *Client*) from or
- a novation to a proposed new consultant (and where relevant any supporting guarantor) which is

a company not incorporated in and subject to the laws of England and Wales includes (among others) the following matters

- the requirements of clause Z11 or Z4 as relevant to the reason for the opinions,
- confirmation that
 - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the Controller,
 - any provision of the laws of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the Controller or its assets.
 - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms by the courts in the jurisdiction in which the Controller is incorporated,

- a judgment obtained in the courts of England and Wales in respect of the Agreement would be enforced by the courts in the jurisdiction in which the Controller is incorporated without re- examination of the merits of the case and
- the choice of English law as the governing law of the Parent Company Guarantee would be upheld as a valid choice of law by the courts in the jurisdiction in which the Controller is incorporated.
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee,
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and jurisdiction of the Controller in respect of proceedings against it in relation to the Parent Company Guarantee and
- the legal opinion can be provided and disclosed to the following Authority parties (on a non-reliance basis)
 - the Department for Transport,
 - the Cabinet Office,
 - the HM Treasury,
 - the *Client's* professional advisers, auditors and insurers and
- any person required pursuant to any applicable law, their officers and directors as applicable.

- S 1102.2 Where a legal opinion is being given for an alternative guarantor, bank or other surety provider the requirements are to be read as

references to the word to "Controller" are substituted with "alternative guarantor", "bank" or "surety provider" as applicable.
- S 1102.3 Where a legal opinion is being given for an Alternative Guarantee or Form of Performance Security (or an alternative form of bond or security agreed by the *Service Manager* or *Client*) the requirements are to be read as

references to the words " the Parent Company Guarantee " are substituted with "Alternative Guarantee" or "Form of Performance Security" (or an alternative form of bond or security agreed by the *Service Manager* or *Client*)" as applicable.

- S 1102.4 Where a legal opinion is being given in relation to a novation of the contract the requirements are to be read as
- references to the word to "Controller" are substituted with "proposed New Consultant" (all as defined in the contract (including the novation deed)) as applicable and
 - all references to "Parent Company Guarantee" are substituted with "the contract" as applicable.
- S 1102.5 Where a legal opinion is being given in relation to the *Consultant* or Consortium Member the requirements are to be read as
- references to the word to "Controller" are substituted with Consultant or Consortium Member as applicable and
 - all references to "a Parent Company Guarantee" or "the Parent Company Guarantee" are substituted with "the contract" as applicable.

S 1200 Undertaking to Others (Option X8)

S 1205 Undertakings to Others

- S 1205.1 The *Consultant* is to as necessary to deliver the project/services, liaise with and provide services/works in the form of *undertakings to Others*. This will include (but not limited to)
- The *Consultant* is to liaise with and coordinate their services with the *Client's* ICT/Communication Installations/Digital Services Consultant to deliver a complete and functioning building that can be immediately occupied and operated by the *Client* post-completion.
 - The *Consultant* is to liaise with and coordinate their services with the *Client's* Furniture, fixtures and fittings Consultant to deliver a complete and functioning building that can be immediately occupied and operated by the *Client* post-completion.
 - The *Consultant* is to liaise with and coordinate their services with local authorities, building control, statutory authorities/bodies and utilities providers (where applicable).

S 1300 Transfer of rights

S 1305 *Consultant's* rights over material prepared for the design of the service

- S 1305.1 The *Consultant* acquires no rights over material prepared for the design of the *service*.

S 1310 Other rights to be obtained by the *Consultant*

- S 1310.1 The *Consultant* grants to the *Client*, licences to use, modify and develop the Consultant Background IPR for any purpose relating to the *service* (or substantially equivalent *services*) its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 1310.2 The *Consultant* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's Consultant Background IPR for any purpose relating to the *service*, (or substantially equivalent *services*), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.
- S 1310.3 The *Client* does not acquire any ownership right, title or interest in, or to, the Consultant Background IPR.
- S 1310.4 The *Consultant* does not acquire any ownership right, title or interest in, or to, the *Client's* IPR.

S 1315 Escrow

- S 1315.1 - Not Used
6

S 1400 Information modelling (Option X10)

S 1405 Information Modelling Requirements

- S 1405.1 - Not Used
4

S 1406 Employer Common Data Environment (e-CDE)

- S 1406.1 - Not Used
3

Information Model (IM)

- S 1406.4 - Not Used
6

Federated Model

- S 1406.7 - Not Used
9

Asset Information Model

- S 1406.10 Not Used

S 1406.11 Not Used

Portal for *Client*

S 1406.12 Not Used

S 1406.13 Not Used

S 1407 Deliverables

S 1407.1 - Not Used
9

S 1500 Performance bond (Option X13)

S 1500.1 Not Used

S 1505 Form of performance bond

S 1505.1 Not Used

S 1505.2 Not Used

S 1600 Project Bank Account (Option Y(UK)1)

S 1600.1 - Not Used
2

S 1606 Project Bank Account (PBA) tracker

S 1606.1 - Not Used
7

S 1700 Designated funds [Optional]

S 1700 Designated funds

S 1700.1 - Not Used
6