



Highways England Company Limited

**Concrete Roads Framework – Reconstruction
Works**

**NEC4 Engineering and Construction Contract
(June 2017)**

SCOPE

CONTENTS AMENDMENT SHEET

Amend No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	04/08/20

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06	People Strategy
07	Supply Chain Alignment
08	Data Protection
09	Information Systems
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13	Not used
14	Not used
15	Health and Safety
16	Not used
17	Category Management Purchase Agreements
18	Cost Capture

S 100 Description of the works	
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 <i>conditions of contract</i> or have the meaning given to them in Annex 01 .
S 105 Project Objectives	
S 105.1	Inherited from Section 1.1 of the Framework Information of the Framework Contract.
About us	
S 105.2	Inherited from Section 1.2 of the Framework Information of the Framework Contract.
The <i>Client's</i> Vision	
S 105.5	Inherited from Annex B of the Framework Information of the Framework Contract.
The <i>Client's</i> imperatives	
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The <i>Client's</i> values and expectations	
S 105.8	Inherited from Annex B of the Framework Information of the Framework Contract.
The <i>Client's</i> outcomes	
S 105.11	Not used.
S 105.12	Inherited from Annex B of the Framework Information of the Framework Contract.
Contract Core Principals and Key Objectives	
S 105.14	Inherited from Section 1.4 of the Framework Information of the Framework Contract.
S 106 Reference documents	
S 106.1	References to documents within this Scope can be found in Annex 02 .

S 110 Description of the works	
S 110.1	Refer to the Additional Work Order Information.
S 200 General constraints on how the <i>Contractor</i> Provides the Works	
S 205 General constraints	
S 205.1	The <i>Contractor</i> complies with the requirements of the <i>Client's</i> Specification (see link in Annex 02) and any requirements set out in the Additional Work Order Information.
S 206 Risk Management	
S 206.1	The <i>Client's</i> risk policy and strategy for the management of risk (see link at Annex 02) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
S 206.2	Within the risk management framework, the <i>Client's</i> risk and issue management principles document (see link at Annex 02) outlines the approach for the management of risks and issues including system process and supply chain principles.
S 206.3	The <i>Client's</i> risk and issues management manual provides an overview of the <i>Client's</i> approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process (see link at Annex 02).
S 206.4	The <i>Client's</i> 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 206.5	The <i>Client</i> has adopted the following definition for risk: “an uncertain event or set of circumstances that should it occur will affect (positively or negatively) the project objectives.”
S 206.6	For the <i>Client</i> 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 206.7	The <i>Client's</i> risk management approach aims to ensure that: <ul style="list-style-type: none"> risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,

	<ul style="list-style-type: none"> assurance is provided to the <i>Contractor</i>, <i>Project Manager</i>, <i>Client</i> and other stakeholders that risks are understood and managed, and all parties are fully aligned with and demonstrably meet the requirements of the <i>Client's</i> risk management framework.
S 206.8	The <i>Client</i> has a risk management system to record and update all risk data within the <i>Client's</i> organisation.
S 206.9	<p>The <i>Contractor</i> complies with the risk management requirements described in this section S 206 and as contained in the</p> <ul style="list-style-type: none"> risk policy and strategy for the management of risk (see link at Annex 02), risk and issue management principles document (see link at Annex 02), risk and issues management manual (see link at Annex 02), Clients risk management system user guide (See link at Annex 02). <p>Note: references to MPD in the documents above should be deemed to be the Client.</p>
S 206.10	The <i>Contractor</i> uses the <i>Client's</i> risk management system. Outputs developed through this process may be used in other risk assessments.
S 206.11	Not Used.
S 206.12	The <i>Contractor</i> ensures that risks that 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 <i>Project Manager</i> .
S 206.13	The <i>Contractor</i> supports the <i>Project Manager</i> in the operation of the risk management system in relation to project risks.
S 207 Business Continuity	
S 207.1	The <i>Contractor</i> prepares a business continuity plan that complies with ISO22301:2019 (see link in Annex 02) and best industry practice and submits the draft plan to the <i>Project Manager</i> no later than four weeks after the <i>starting date</i> for acceptance. A reason for not accepting the business continuity plan is that it does not align with ISO22301:2019 and/or best industry practice. The <i>Contractor</i> amends the plan to address the <i>Project Manager's</i> comments and resubmits for acceptance within one week.
S 207.2	The <i>Contractor</i> undertakes an annual business continuity plan test event to test the plan. The <i>Contractor</i> agrees with the <i>Project Manager</i> the test scenario prior to the business continuity plan test. Following the test, the <i>Contractor</i> prepares a feedback report with any proposed amendments

	to the business continuity plan and submits the report to the <i>Project Manager</i> within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the <i>Project Manager</i> considers that the proposed amendments do not resolve the issues raised in the accepted feedback report.
S 207.3	The <i>Contractor</i> implements any proposed amendments in the accepted feedback report as instructed by the <i>Project Manager</i> .
S 207.4	Where requested, the <i>Contractor</i> completes the <i>Client's</i> annual business continuity self-assessment assurance document in the form provided by the <i>Project Manager</i> . The <i>Contractor</i> provides supporting evidence to the <i>Project Manager</i> to demonstrate that the business continuity processes and procedures based on the self-assessment are in place. The <i>Client</i> may undertake an audit of compliance with these requirements.
S 208 Insurance requirements	
S 208.1	The <i>Contractor</i> is required to have in place required insurances described in the Insurance Table and as shown in Annex 03 .
S 208.2	The <i>Contractor</i> 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 209 Official Secrets Act	
S 209.1	Inherited from Section 8.4 of the Framework Information of the Framework Contract.
S 210 Confidentiality	
S 210.1	Inherited from Section 8.2 of the Framework Information of the Framework Contract.
S 211 Disclosure Requests	
S 211.1	Inherited from Section 8.6 of the Framework Information of the Framework Contract.
S 212 Conflict of interest	
S 212.1	Inherited from Section 8.3 of the Framework Information of the Framework Contract.
S 213 Client's Counter Fraud, Bribery & Corruption Policy & Response plan	
S 213.1	Inherited from Section 8.5 of the Framework Information of the Framework Contract.

S 214 Discrimination, Bullying and Harassment	
S 214.1	The <i>Contractor</i> does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.
S 214.2	<p>In Providing the Works, the <i>Contractor</i> co-operates with and assist the <i>Client</i> to satisfy its duty under the Discrimination Acts to</p> <ul style="list-style-type: none"> • eliminate unlawful discrimination, harassment and victimisation, • advance equality of opportunity between different groups and foster good relations between different groups.
S 214.3	<p>The <i>Contractor</i> ensures that its employees, or subcontractor employees (at any stage of remoteness from the <i>Client</i>), where they are required to carry out any activity on the <i>Client's</i> premises or alongside the <i>Client's</i> employees on any other premises comply with</p> <ul style="list-style-type: none"> • the requirements of the Discrimination Acts, • the <i>Client's</i> employment policies and • codes of practice relating to discrimination (Dignity at Work Policy) and equal opportunities (Equal Opportunities Policy) (see links in Annex 02).
S 214.4	<p>The <i>Contractor</i> notifies the <i>Project Manager</i> as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under the Discrimination Acts in connection with the contract and</p> <ul style="list-style-type: none"> • provides any information requested by the investigating body, court or tribunal in the timescale allotted, • attends (and permits a representative from the <i>Client</i> to attend) any associated meetings, • promptly allows access to any relevant documents and information and <p>co-operates fully and promptly with the investigatory body, court or tribunal.</p>
S 214.5	The <i>Contractor</i> complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the <i>Client</i>) also comply.
S 214.6	The <i>Contractor</i> implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
S 214.7	The <i>Contractor</i> carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its

	<p>existing <i>Client</i> contracts. The <i>Contractor</i> prepares and delivers to the <i>Project Manager</i> no later than 1st August each year an annual</p> <ul style="list-style-type: none"> • slavery and human trafficking report, • transparency statement and • a risk register with mitigating actions <p>which complies with the Modern Slavery Act 2015 and 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.</p>
S 214.8	The <i>Contractor</i> notifies the <i>Client</i> as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
S 214.9	The <i>Contractor</i> uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
S 214.10	The <i>Contractor</i> complies (and ensures that any subcontractor complies) with the <i>Client's</i> policies relating to bullying and harassment. If the <i>Project Manager</i> considers that the presence or conduct of any of employees (at any stage of remoteness from the <i>Client</i>) at any location relevant to the performance of the <i>works</i> is undesirable or in breach of the <i>Client's</i> policies, the <i>Project Manager</i> instructs the <i>Contractor</i> to implement corrective action.
S 214.11	The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the <i>works</i> , contains provisions to the same effect as this section. The <i>Contractor</i> may propose to the <i>Project Manager</i> for acceptance, that a specific subcontract (at any stage of remoteness from the <i>Client</i>) relevant to the performance of the <i>works</i> , does not comply with the requirements of this section S214. The <i>Contractor</i> provides a detailed reason for not including some or all of the requirements of this section S214 in the specific contract. The <i>Contractor</i> provides further detail when requested by the <i>Project Manager</i> to assist their consideration. If accepted by the <i>Project Manager</i> , the <i>Contractor</i> is relieved from including some or all of the requirements of this section S214 in the specific contract.
S 214.12	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 215 Security and protection of the Site	
S 215.1	The <i>Contractor</i> secures and protects the Site in accordance with the requirements in Specification Appendix 1/71 'Security of the site' (see link in Annex 02) and any requirements set out in the Additional Work Order

	Information.
S 220 Security and identification of people	
S 220.1	The <i>Contractor</i> carries out a security check on its Staff before they are involved in Providing the Works. The checks are carried out in accordance with the <i>Client's</i> personnel security procedures in Annex 04 of the Scope.
S 225 Protection of existing structures and services	
S 225.1	Refer to the Additional Work Order Information.
S 225.2	Refer to the Additional Work Order Information.
S 230 Protection of the works	
S 230.1	Refer to the Additional Work Order Information.
S 235 Cleanliness of roads	
S 235.1	Refer to the Additional Work Order Information.
S 240 Consideration of Others	
S 240.1	The <i>Contractor</i> carries out the customer service requirements as set out in Annex 05 .
S 240.2	Refer to the Additional Work Order Information.
S 241 Temporary Traffic management	
S 241.1	Unless otherwise authorised by the <i>Project Manager</i> , traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for bank holiday periods and other periods as set out below.
S 241.2	Traffic management to be removed before 06.00 on the Friday before the bank holiday Monday and not reinstated before 00.01 on the Tuesday after the bank holiday.
S 241.3	Traffic management to be removed before 06.00 on the Thursday before Good Friday and not reinstated before 00.01 on the Tuesday after Easter Monday.
S 241.4	Traffic management to be removed before 06.00 on the morning of the third working day* before Christmas Day and not reinstated before 00.01 on the first working day* following the New Year's Day bank holiday. *note: "working day" means a weekday, but not an English public holiday, Saturday or Sunday. A "working day" would include Christmas Eve where it falls on a weekday.

S 241.5	<p>Unless otherwise agreed by the <i>Project Manager</i>, key freight routes have no total closures and minimal lane closures in place. Traffic management is to be removed before 06.00 on the morning of Black Friday and not reinstated before 00.01 on the Saturday following Cyber Monday. Key freight routes comprise</p> <p>Refer to the Additional Work Order Information.</p>
S 241.6	<p>The <i>Contractor</i> coordinates with the <i>Project Manager</i> and others in the Client's organisation to avoid any traffic management clashes.</p> <p>Refer to the Additional Work Order Information.</p>
S 241.7	<p>The <i>Contractor</i> carries out temporary traffic management, design, implementation, safety audits, applies lessons learned and checks and challenges proposals for compliance with</p> <ul style="list-style-type: none"> • Traffic Signs Manuals Chapter 7 and Chapter 8 (see link at Annex 02) and • 'Roadworks a Customer View' (see link at Annex 02) and expected best practice.
S 241.8	<p>The <i>Contractor</i> ensures</p> <ul style="list-style-type: none"> • the temporary traffic management audit team includes a practitioner who holds 'Temporary Traffic Management Engineering PC3 Professional Higher Diploma in Temporary Traffic Management', and • none of the temporary traffic management audit team undertakes any temporary traffic management design for the <i>works</i>.
S 241.9	<p>The <i>Contractor</i> complies with the requirements for traffic management set out in Specification Appendix 1/17 'Traffic safety and management' (see link in Annex 02) and any requirements set out in the Additional Work Order Information.</p>
S 245 Condition survey	
S 245.1	<p>The <i>Contractor</i> carries out a risk assessment of the effects the design and construction of the <i>works</i> (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures. This includes any surveys to inform the design development which has the potential to effect fields and access roads.</p>
S 245.2	<p>As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the <i>works</i> are complete.</p>
S 245.3	<p>The <i>Contractor</i> does not enter land or property, or contact the land or property owner, without prior agreement of the <i>Project Manager</i>. The <i>Contractor</i> has no authority to commit the <i>Client</i> to any payment for</p>

	land/property entry. The <i>Contractor</i> coordinates all access requirements, and submits the survey scope, methods, etc. for acceptance by the <i>Project Manager</i> .
S 245.4	Unless otherwise agreed with the <i>Project Manager</i> , the <i>Contractor</i> records, all survey arrangements in writing and submits a copy of this correspondence to the <i>Project Manager</i> , no later than 48 hours prior to taking access.
S 245.5	Refer to the Additional Work Order Information.
S 255 Industrial Relations	
S 255.1	Not Used.
S 260 Control of works	
S 260.1	Refer to the Additional Work Order Information.
S 265 Site Cleanliness	
S 265.1	The <i>Contractor</i> complies with the requirements for site cleanliness as set out in Specification Appendix 1/7 ‘Site extent and limitations on use’ (see link in Annex 02) and any requirements set out in the Additional Work Order Information.
S 269 Environmental Requirements and Sustainability	
Energy Efficiency Directive	
S 269.1	<p>The <i>Contractor</i> supports the achievement of the</p> <ul style="list-style-type: none"> • <i>Client’s</i> sustainable development strategy’s carbon management ambition (see link in Annex 02) and • where relevant, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Note <p>when Providing the Works. (See links in Annex 02).</p>
S 269.2	<p>In complying with the requirements of Procurement Policy Note 7/14, the <i>Contractor</i></p> <ul style="list-style-type: none"> • ensures that any new products for use partly or wholly in Providing the Works, purchased by it, or a subcontractor (at any stage of remoteness to the <i>Client</i>) complies with the standard for products in the directive “2012/27/EU” (see link in Annex 02), • provides evidence to the <i>Project Manager</i> to demonstrate how any new products for use partly or wholly in Providing the Works,

	<p>purchased by it or a subcontractor (at any stage of remoteness to the Client) complies with the requirements of PPN 7/14 and,</p> <ul style="list-style-type: none"> • demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the <i>Client's</i> circular economy ambition as stated in the <i>Client's</i> sustainable development strategy (see link in Annex 02) and • ensures any subcontractors (at any stage of remoteness to the <i>Client</i>) demonstrates efficiency to the same effect.
Air Quality Strategy	
S 269.3	<p>The <i>Client's</i> air quality strategy (see link in Annex 02) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The <i>Client</i> explores 'opportunities to promote the use of low emission vehicles by <i>suppliers</i> to reduce harmful pollutants'.</p>
S 269.4	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> • ensures that any new vehicles purchased by it for use partly or wholly in Providing the Works comply with the minimum mandatory standards (detailed for central government departments) detailed in "Government Buying Standards Transport 2017" (see link in Annex 02), and • when requested, works in collaboration with the <i>Client</i> 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 <i>Contractor</i> helps reduce emissions of harmful pollutants when Providing the Works.
Environmental and sustainability requirements	
S 269.5	<p>In Providing the Works, the <i>Contractor</i> supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.</p>
S 269.6	<p>The <i>Contractor</i> ensures it complies with</p> <ul style="list-style-type: none"> • the <i>Client's</i> environmental strategy • the <i>Client's</i> sustainable developments strategy • GG 103 "Introduction and general requirements for sustainable development and design" and

	<ul style="list-style-type: none"> LA117 “Landscape design” <p>when Providing the Works (see links in Annex 02).</p>
S 269.7	The <i>Contractor</i> complies with “The road to good design” incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Works (see link in Annex 02).
S 269.8	In Providing the Works, the <i>Contractor</i> recognises the importance and value of biodiversity and mitigates the impact on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.
S 269.9	<p>The <i>Contractor</i> ensures that in Providing the Works it complies with the biodiversity requirements within</p> <ul style="list-style-type: none"> LA 118 “Biodiversity design” for the design and delivery of the <i>works</i> and the <i>Client’s</i> biodiversity plan. <p>See link in Annex 02.</p>
S 269.10	The <i>Contractor</i> ensures that the <i>Client’s</i> responsibilities and opportunities within the “Government Buying Standards” are delivered when Providing the Works. (See link in Annex 02).
Environmental Management Plan (EMP) first iteration	
S 269.11	The <i>Contractor</i> complies with the Environmental Management Plan (EMP) first iteration requirements of LA 120 Environmental management plans of the Design Manual for Roads and Bridges (see link in Annex 02).
S 269.12	In this section references to EMP are to mean EMP first iteration.
S 269.13	The <i>Contractor</i> prepares an EMP in 3D stage 3. If directed by the <i>Project Manager</i> to do so, the <i>Contractor</i> prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to LA 120.
S 269.14	The <i>Contractor</i> liaises with, and incorporates the requirements of the appropriate statutory consultees, local authorities, and the <i>Client</i> .
S 269.15	<p>The <i>Contractor</i> submits the EMP to the <i>Project Manager</i> for acceptance prior to implementation. A reason for not accepting an EMP is that</p> <ul style="list-style-type: none"> it does not realistically reflect timing requirements e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements, it does not allow the <i>Contractor</i> to Provide the Service or <p>it does not comply with or meet the requirements of the contract.</p>

S 269.16	The <i>Contractor</i> reviews and updates the EMP as necessary to ensure that it continues to deliver satisfactory progress of the contract with respect to environmental management and mitigation. The EMP is made available to the <i>Project Manager</i> .
Environmental Management Plan (EMP) second iteration	
S 269.17	The <i>Contractor</i> complies with the Environmental Management Plan (EMP) second iteration requirements of LA 120 “Environmental Management Plans”. (See link in Annex 02)
S 269.18	In this section, references to EMP are to mean EMP second iteration.
S 269.19	The <i>Contractor</i> prepares a EMP second iteration in 3D stage 5, in advance of the commencement of construction. If directed by the <i>Project Manager</i> to do so, the <i>Contractor</i> prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to LA 120.
S 269.20	The <i>Contractor</i> liaises with, and incorporates the requirements of the appropriate statutory consultees, local authorities, and the <i>Client</i> .
S 269.21	<p>The <i>Contractor</i> submits the EMP to the <i>Project Manager</i> for acceptance prior to implementation. A reason for not accepting a EMP is that</p> <ul style="list-style-type: none"> • it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements • it does not allow the <i>Contractor</i> to Provide the Works or • It does not comply or meet the requirements of the contract.
S 269.22	The <i>Contractor</i> reviews and updates the EMP as necessary to ensure that it continues to deliver satisfactory progress of the contract with respect to environmental management and mitigation.
Site waste management plan	
S 269.23	<p>In Providing the Works the <i>Contractor</i> complies with LA 110 “Material, assets and waste” (see link in Annex 02) to ensure it</p> <ul style="list-style-type: none"> • minimises the need for waste disposal, • minimises the generation and environmental impacts of wastes arising during the <i>works</i>, • maximises opportunities for the re-use and recovery of wastes, and • promotes a circular approach.
S 269.24	The <i>Contractor</i> complies with any necessary applications to the local authority or the Environment Agency under the terms of the Environmental

	Permitting (England and Wales) Regulations 2010 and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes in Providing the Works. (See link in Annex 02).
S 269.25	The <i>Contractor</i> produces and maintains site waste management plans which comply with LA 110 “Materials, assets and waste”.
Environmental Management Plan (EMP) third iteration	
S 269.26	LA 120 “Environmental Management Plans” provides guidance on the requirements of the Environmental Management Plan (EMP) third iteration.
S 269.27	In this section, references to EMP is to mean EMP third iteration.
S 269.28	The <i>Contractor</i> prepares a EMP in 3D stage 6, at least 4 weeks prior to Completion of the <i>works</i> besides aftercare/management of landscape works. This covers the activities required to ensure the effective long-term management of environmental matters associated with the operation of the <i>works</i> .
S 269.29	<p>The <i>Contractor</i> liaises with the appropriate statutory bodies and local authorities and incorporates their requirements. The <i>Contractor</i> submits the EMP to the <i>Project Manager</i> for acceptance 4 weeks prior to implementation. A reason for not accepting a EMP is that</p> <ul style="list-style-type: none"> • it does not allow the <i>Contractor</i> to Provide the Works in accordance with the Scope, • it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements, • the outcome of a statutory process (i.e. Development Consent Order permission granted), or • any non-statutory outcome (e.g. Environmental Assessment Report determining the project does not require a statutory Environmental Impact Assessment).
S 270 Reuse/recycling of materials and waste materials	
S270.1	<p>The <i>Contractor</i> maximises the reuse or recycling of all materials arising from each Scheme in line with the environment KPI set out in the Schedule of Partners and the <i>Client’s</i> specification. In doing so the <i>Contractor</i> uses the following hierarchy</p> <ol style="list-style-type: none"> 1. material reused within the Scheme 2. material reused on another Scheme in the Package or wider Concrete Roads Programme 3. material reused on another scheme in the wider <i>Client</i> portfolio

	<p>4. material treated as waste in accordance with S270.2</p> <p>The <i>Contractor</i> submits a report to the <i>Project Manager</i> how they apply the hierarchy to each Scheme in order to deliver a sustainable and value for money solution during 3D Stage 4</p>
S270.2	<p>The <i>Contractor</i> removes and disposes of waste materials in accordance with the requirements of the <i>Client's</i> Specification, relevant legislation and regulations, applying the principles of the waste hierarchy to reduce, re-use, recycle, otherwise recover or dispose of waste materials, and where necessary, to dispose of waste materials at a licensed disposal facility. The <i>Contractor</i> provides the <i>Project Manager</i> with copies of all waste transfer notes.</p>
S270.3	Refer to Additional Works Order Information.
S 271 People Strategy	
S 271.1	<p>The <i>Contractor</i> complies with people strategy requirements, including:</p> <ul style="list-style-type: none"> • equality, diversity and inclusion, • employment & skills, and • skills & apprenticeships <p>in the people strategy Annex 06.</p>
S 272 Behavioural Attributes	
S 272.1	<p>The <i>Contractor</i> complies with the behavioural attributes requirements in the supply chain alignment Annex 07.</p>
S 273 Strategic Alignment Review Tool (StART)	
S 273.1	<p>The <i>Contractor</i> complies with the strategic alignment review requirements in the supply chain alignment Annex 07.</p>
S 274 Develop, Design, Deliver (3D) Scheme Development Process	
S 274.1	<p>The <i>Client</i> operates the 3D Scheme Delivery Process (see link in Annex 02) as part of its project management process. 3D comprises a number of products relating to the life cycle of a project. These 3D products are produced, reviewed, updated or refined at various 3D stages. The stages and associated stage gates are shown below.</p>

S 274.2	<p>3D deliverables are developed in accordance with the current version of 3D User Guide for Scheme Management (see link in Annex 02). The <i>Contractor</i> ensures the product is proportional and meets the content and quality criteria specified in the 3D Responsibility Matrix (see link in Annex 02) prior to issue for review. The <i>Contractor</i> engages with the appropriate product owner/specialists in line with the 3D Responsibility Matrix.</p>
S 274.3	<p>The <i>Contractor</i> liaises with the <i>Project Manager</i> to ensure that appropriate Staff receive mandatory 3D training.</p>
S 274.4	<p>All 3D deliverables are shown on a 3D tracker which is managed by the <i>Contractor</i> and submitted to the <i>Project Manager</i> at intervals to be agreed with the <i>Project Manager</i>. The tracker as a minimum, details: start date, finish date and percentage complete against each product in each 3D stage.</p> <p>The 3D Responsibility Matrix specifies which products are required and the <i>Contractor's</i> responsibilities associated with the delivery of those products.</p>
S 274.5	<p>The <i>Contractor</i> provides supporting information and resources, as required, to assist the <i>Client</i> with the relevant 3D stage gate independent assurance reviews (IARs) and investment decision committee (IDC) processes for the contract.</p>
S 275 Equipment, Plant and Materials	
S 275.1	<p>The <i>Contractor</i> removes Equipment, Plant and Materials from the Working Areas (with the <i>Project Manager's</i> permission) when they are no longer needed to Provide the Works.</p>
S 276 Category Management (CM)	
S 276.1	<p>The <i>Client's</i> existing category management contracts, and any new category management contracts awarded during the term of the contract, are mandated for use by the <i>Contractor</i> in Providing the Works. If required by the <i>Client</i>, the <i>Contractor</i> enters into an appropriate confidentiality agreement in relation to the operation of the category management contracts.</p>

S 276.2	The <i>Contractor</i> enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works where a Category Purchase Agreement exists.
S 276.3	The conditions of contract between the <i>Contractor</i> and a Category Supplier are those set out in the Category Purchase Agreement and the <i>Contractor</i> does not change them unless the <i>Project Manager</i> agrees.
S 276.4	The <i>Contractor</i> liaises with the <i>Project Manager</i> to identify and plan a programme that allows a Category Supplier's procurement and associated governance procedures to be incorporated within the Accepted Programme.
S 276.5	The <i>Contractor</i> manages the process for entering into a contract with a Category Supplier in accordance with the Category Management guidance (see Annex 17) for the relevant Category Purchase Agreement.
S 276.6	The <i>Contractor</i> provides full visibility to the <i>Project Manager</i> of the process for entering into a contract with a Category Supplier.
S 276.7	The <i>Contractor</i> is encouraged to utilise all Category Management communities' commitment to support the development of the <i>works</i> at Stage One (Early <i>Contractor</i> Involvement X22).
S 276.8	The <i>Contractor</i> co-operates with the <i>Project Manager</i> and Others (any other suppliers who enter into contracts with a Category Supplier) in forecasting demand for materials, works or services related to a Category Purchase Agreement.
S 276.9	The <i>Contractor</i> remains responsible for Providing the Works and for the quality of any materials, works or services supplied by a Category Supplier as if it had supplied them itself.
S 276.10	The <i>Contractor</i> ensures that a Subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works.
S 276.11	The <i>Contractor</i> ensures that the conditions of contract between the Subcontractor (at any stage of remoteness from the <i>Client</i>) and the Category Supplier are those set out in the Category Purchase Agreement and that the Subcontractor (at any stage of remoteness from the <i>Client</i>) does not change them unless the <i>Project Manager</i> agrees.
S 276.12	The <i>Contractor</i> provides feedback and advice to the <i>Client</i> to help maximise the value for money obtained from the <i>Client's</i> category management contracts and processes.
S 276.14	The list of categories is supplied to the <i>Contractor</i> once a request has been

	submitted to the <i>Project Manager</i>
S 276.14	<p>Prior to entering into a contract with a Category Supplier, the <i>Contractor</i> may request the <i>Client's</i> agreement to use an alternative supplier. The <i>Contractor</i> produces a business case that identifies</p> <ul style="list-style-type: none"> the additional value and efficiency (including health, safety and wellbeing) over that the Category Purchase Agreement and how it delivers and demonstrates this additional value and efficiency <p>for the agreement of the <i>Client</i>.</p> <p>If the business case is agreed by the <i>Client</i>, the Quality Statement is amended. The <i>Contractor</i> revises the quality plan in accordance with the contract and accepted by the <i>Project Manager</i>.</p>
S 277 Scheme recovery services	
S 277.1	<p>The <i>Contractor</i> uses the Specification Appendix 1/20 of the Manual of Contract Documents for Highway Works (MCHW) 'Recovery vehicles for breakdowns' (see link in Annex 02).</p> <p>The KPI requirements are</p> <p>Statutory recovery times</p> <ul style="list-style-type: none"> Light vehicles are 85% within 55 minutes Heavy vehicles are 85% within 100 minutes <p>Enhanced recovery times</p> <ul style="list-style-type: none"> Light vehicles are 85% within 30 minutes Heavy vehicles are 85% within 40 minutes
S 278 Offshoring of data	
S 278.1	<p>In this section Risk Assessment is a full risk assessment and security review carried out by the <i>Client</i> in accordance with the HMG Security Policy Framework (SPF) (see Annex 02) and the <i>Client's</i> Information Security Data Security Standard (see Annex 02).</p>
S 278.2	<p>The <i>Contractor</i> does not store any of the <i>Client's</i> data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see Annex 02)</p> <ul style="list-style-type: none"> offshore, or in any way that it could be accessed from an offshore location <p>until the <i>Project Manager</i> has confirmed to the <i>Contractor</i> that either</p> <ul style="list-style-type: none"> the <i>Project Manager</i> has gained approval for such storage in accordance with the Information Security Data Security Standard,

	<p>or</p> <ul style="list-style-type: none"> such approval is not required.
S 278.3	<p>The <i>Contractor</i> ensures that no offshore premises are used in Providing the Works until</p> <ul style="list-style-type: none"> such premises have passed a Risk Assessment, or the <i>Project Manager</i> confirms to the <i>Contractor</i> that no Risk Assessment is required.
S 278.4	<p>The <i>Contractor</i> complies with a request from the <i>Client</i> to provide any information required to allow the <i>Client</i> to</p> <ul style="list-style-type: none"> gain approval for storing data or allowing access to data from an offshore location in accordance with S 278.2, or conduct a Risk Assessment for any premises in accordance with S 278.3.
S 278.5	<p>The <i>Contractor</i> ensures that any subcontract (at any stage of remoteness from the <i>Client</i>) contains provisions to the same effect as this clause.</p>
S 278.6	<p>A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
S 279 Data Protection	
S 279.1	<p>The <i>Contractor</i> complies with the data protection requirements in Annex 08.</p>
S 280 Information security and security of systems	
S 280.1	<p>The <i>Contractor</i> meets the information systems & security requirements of Annex 09 in relation to Information Systems and Security duties.</p>
S 300 Contractor's Design	
S 305 Design responsibility	
S 305.1	<p>The <i>Contractor</i> adopts the existing design and undertakes any necessary design on the Scheme to achieve Completion of the whole of the <i>works</i>, notwithstanding Clause Z104 – Single point design responsibility.</p>
S 305.2	<p>The <i>Contractor</i> carries out the design in accordance with the requirements of the <i>Client's</i> project delivery methodology (currently the 3D (Develop, Design, Deliver) Scheme Delivery Process) for stages 2 onwards as defined in 3D User Guide for Scheme Management (see link in Annex 02).</p>
S 305.3	<p>The <i>Contractor's</i> design responsibility includes</p> <ul style="list-style-type: none"> design of the permanent works for the whole of the <i>works</i>,

	<ul style="list-style-type: none"> • producing the Environmental Management Plan (EMP) first iteration (see also S 269), • Equipment and temporary works design and • traffic management design (see also S 241) • producing all documentation that forms the additional Scope under Clause X22.
S 305.4	The <i>Contractor</i> acts as principal designer in respect of the works to which the CDM Regulations apply, and performs all the duties required of a principal designer by the CDM Regulations, as set out in S 1115.
S 305.5	The <i>Contractor</i> considers maintenance and operation at every step of the design process.
S 305.6	The deliverables to be provided to the <i>Client</i> include delivery of the requirements of the 3D Scheme Delivery Process for stage 2 onwards as defined in 3D User Guide for Scheme Management (see link in Annex 02) as allocated to the <i>Contractor</i> , and with the requirements of the 3D Responsibility Matrix and 3D Scheme Passport (see link in Annex 02).
S 305.7	Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the <i>Client's</i> standards and procedures current at the Contract Date or, for <i>Contractor</i> designed elements, the time the relevant design certificate is signed.
S 305.8	If a standard or procedure subsequently changes, the <i>Contractor</i> complies with the revised standard or procedure if instructed by the <i>Project Manager</i> .
S 305.9	The specifications and standards are as stated in S2705.
S 305.10	Refer to the Additional Work Order Information.
S 310 Design submission procedures and acceptance criteria	
S 310.1	<p>The <i>Contractor</i> submits design submissions in accordance with the requirements of the 3D Scheme Delivery Process.</p> <p>The <i>Contractor</i> provides a design and check certificate when it submits its design to the <i>Project Manager</i> for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design.</p> <p>As required by CD226 Design for new pavement construction, the <i>Contractor's</i> pavement design engineer authorising the pavement design certificate is a certified pavement engineer. The requirements for a certified pavement engineer are published on the Institute of Asphalt Technology website (see link at Annex 02).</p>

S 310.2	Refer to the Additional Work Order Information.
S 315 Design approval from Others	
S 315.1	The <i>Contractor</i> identifies any requirements for technical approval of the design from Others. The <i>Contractor</i> complies with the special requirements of Others for technical approval of the design.
S 315.2	The <i>Contractor</i> includes the requirement for technical approval of the design from Others within the Scheme Programme, alongside suitable timescales for technical review and approvals by Others as agreed with the <i>Service Manager</i> .
S 315.3	The <i>Contractor</i> assures that the relevant design approvals are obtained through the delivery programme for each Scheme.
S 315.4	Refer to the Additional Work Order Information.
S 320 Client's requirements (for the parts of the works to be designed by the Contractor)	
S 320.1	No additional requirements or constraints.
S 325 Design co-ordination	
S 325.1	The <i>Contractor</i> complies with the procedures and processes specified by the <i>Client</i> .
S 325.2	Refer to the Additional Work Order Information.
S 326 Alternative Design	
S 326.1	Not Used.
S 330 Requirements of the Others	
S 330.1	Refer to S 315. No additional requirements or constraints.
S 335 Using the Contractor's design	
S 335.1	The <i>Client</i> may use the material provided by the <i>Contractor</i> for any purpose. The <i>Contractor</i> acquires no rights over materials prepared for the design of the <i>works</i> .
S 336 Access to information following Completion	
S 336.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any Subcontractor in connection with the contract for a period of 12 years after the <i>defects date</i> .

S 340 Client's requirements (for the design of Equipment)	
S 340.1	Not used.
S 400 Completion	
S 405 Completion definition	
S 405.1	The work to be done by the Completion Date for the whole of the <i>works</i> is all the work required by the contract.
S 405.2	Completion is achieved once the <i>Contractor</i> has completed all work required under the Scope, and the <i>works</i> are handed to the <i>Client's</i> maintenance provider. Details of the specific maintenance provider are provided by the <i>Project Manager</i> at request of the <i>Contractor</i> .
S 405.3	Achieving Completion requires the activities and documents in S445 (Documents) to be complete and formally accepted by the <i>Project Manager</i> . Please note that the <i>Client</i> is continually improving and updating its systems and processes and the list may be subject to amendment during the duration of the contract.
S 410 Sectional Completion definition	
S 410.1	The work to be done by the Completion Date for a section of the <i>works</i> is all the work included in the <i>section</i> necessary to pass the relevant 3D Scheme Delivery Process stage gate.
S 410.2	Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before Completion of 3D stage 5.
S 410.3	Refer to the Additional Work Order Information.
S 415 Training	
S 415.1	Not Used.
S 420 Final clean	
S 420.1	Not Used.
S 425 Security	
S 425.1	Not Used.
S 430 Correcting Defects (and other nonconformities) after Completion	
S 430.1	Where a Defect is identified after Completion the <i>Contractor</i> notifies the <i>Project Manager</i> and corrects Defects in accordance with the procedures set out in S620 and carries out testing and inspections in accordance with

	<p>S705/S735.</p> <p>Where temporary traffic management is required for such a Defect to be corrected, the <i>Contractor</i> applies for a new occupancy booking through the network occupancy management system (NOMS) in accordance with DMRB GM 702 'Operational requirements for network occupancy'.</p>
S 430.2	Refer to Additional Work Order Information.
S 435 Pre-Completion arrangements	
S 435.1	<p>The <i>Contractor</i> prepares a detailed Commissioning and Handover Plan which addresses the <i>Client's</i> requirements for take over and Completion. This Plan is issued to the <i>Project Manager</i> and to Others as instructed by the <i>Project Manager</i>, for acceptance.</p> <p>Requirements for the timing of the submission of the Commissioning and Handover Plan are provided in Additional Work Order Information.</p>
S 435.2	When the <i>Contractor</i> considers that a part of the <i>works</i> is complete and ready to be taken over by the <i>Client</i> , the <i>Contractor</i> signs the statement on the taking over certificate attached at Annex 02 , obtains the signature of the person responsible for the future operation of that part of the <i>works</i> , and submits it to the <i>Project Manager</i> for certification of take over.
S 435.3	Refer to Additional Work Order Information.
S 440 Use of the works	
S 440.1	Not used
S 445 Documents	
S 445.1	The <i>Contractor</i> provides the documents required for the <i>Client</i> to take over the <i>works</i> at the time required by and in accordance with the <i>Client's</i> procedures.
S 445.2	The <i>Contractor</i> manages developments in technology site data for the <i>works</i> through regular coordinated and collaborative forums, such as site data advisory groups.
S 445.3	<p>The <i>Contractor</i> delivers to the <i>Project Manager</i> on Completion the final 'deliverable' version of any data in electronic format that allows continued access by the <i>Client</i> and is capable of transfer to the <i>Client's</i> digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats:</p> <ul style="list-style-type: none"> • scanned electronic image (.pdf), • graphic electronic image in compressed (.jpg) format, or • other formats compatible with the <i>Client's</i> Information Systems, reference documents or guidance manuals as agreed with the

	<i>Project Manager.</i>
S 445.4	<p>The list of documents / activities to be completed in order to achieve Completion (see also cross reference with S 405 - Completion) is as follows:</p> <ul style="list-style-type: none"> • Health and Safety File – the <i>Contractor</i> provides a completed Health and Safety File as required under the Construction (Design and Management) Regulations 2015, • As Built Drawings – as defined within the Construction (Design and Management) Regulations 2015, the <i>Contractor</i> submits all drawings prior to Completion, • Design Manual for Roads and Bridges (DMRB) TD 131 (see link in Annex 02) – the <i>Contractor</i> complies with the requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares, routine maintenance schedule, etc. all as defined in MCH 1349 on TSS Plans Registry (see link in Annex 02), • the activities listed in (DMRB) GG 182 - Major schemes: Enabling handover into operation and maintenance (see link in Annex 02), • the activities listed in the Asset Data Management Manual (ADMM) (see link in Annex 02), • Databases – The <i>Contractor</i> confirms that all the <i>Client's</i> systems which require updating are populated and updated prior to Completion. These include the following systems; other systems may be notified to the <i>Contractor</i> prior to Completion and the <i>Contractor</i> updates all systems notified by the <i>Project Manager</i>: <ul style="list-style-type: none"> ○ IAM IS – Integrated asset management information system (IAM IS), ○ HAPMS – Highways Pavement Management System, ○ HADDMS – Highways Drainage Data Management System, ○ HAGDMS – Highways Geotechnical Data Management System, ○ EnvIS – Environmental Information System – EnvIS, ○ NOMS – Network Occupancy Management System (NOMS), and ○ SMIS – Structures Management Information System. • the Environmental Management Plan (EMP) third iteration is accepted in accordance with S269 • the closure of non-conformity, outstanding audit actions and resolution of any Quality Management Points (QMPs) to be ascertained by audit

	<ul style="list-style-type: none"> • Snagging list / outstanding issues – a comprehensive snagging list will be produced and provided to the <i>Project Manager</i>. This list will have been signed by the <i>Contractor</i>, the <i>Client's</i> asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The <i>Project Manager</i> confirms the individuals who are approved signatures to achieve Completion, • completion of all products necessary to pass 3D stage gate 7, and • the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.
S 450 Handover between contractors	
S 450.1	If required, the <i>Contractor</i> arranges for the receipt through the <i>Project Manager</i> of all information relating to the <i>works</i> from the contractor previously appointed for the delivery or procurement of the <i>works</i> or otherwise.
S 450.2	If required, the <i>Contractor</i> arranges for the transfer through the <i>Project Manager</i> of all information relating to the <i>works</i> to the <i>Contractor</i> subsequently appointed for the delivery or procurement of the <i>works</i> or otherwise.
S 500 Programme	
S 505 Programme Requirements	
S 505.1	The <i>Contractor</i> produces a programme for each Scheme in the Work Order and for additional activities in the Work Order that are not included in a Scheme.
S 505.2	<p>The <i>Contractor</i> produces a detailed programme identifying</p> <ul style="list-style-type: none"> • key dates, • sectional completion dates, • milestones for completion of each product required to be produced in each 3D stage • critical path • all construction activities and their durations, and • all activities required in each 3D stage to Provide the Works. <p>All activities are to be sequentially linked such that the programme does not contain open ended activities and unnecessary constraints.</p> <p>Use of lags is minimised and defined in the programme's narrative.</p> <p>The programme includes details of all consents and licence requirements.</p>
S 505.3	<p>The <i>Contractor</i> issues the programme monthly via CEMAR in line with the <i>Clients</i> reporting timescales.</p> <p>The issued Programme is submitted in its editable format as per the software used and PDF formats to be agreed with the <i>Project Manager</i>.</p>

	Once the programme has been issued to the <i>Project Manager</i> , it becomes the latest issued Programme.
S 505.4	The <i>Contractor</i> liaises with all relevant <i>Client</i> directorates, and undertakes discussions with other stakeholders, as agreed with the <i>Project Manager</i> , to help the development of the Scheme, including, but not limited to, relevant local authorities and other local groups, emergency services, affected landowners and affected businesses, statutory environmental bodies and other organisations. Any outcomes from any such meetings are fully reflected within the next Accepted Programme.
S 505.5	The <i>Contractor</i> agrees the attendance at all meetings with the <i>Project Manager</i> . The <i>Contractor</i> does not attend meetings without <i>Client</i> representation, unless agreed with the <i>Project Manager</i> . This applies to meetings with both internal and external stakeholders. The <i>Contractor</i> establishes and documents the terms of reference for each meeting.
S 505.6	Not used
S 505.7	Any outcomes from meetings with Others are fully reflected within the next programme submitted for acceptance.
S 505.8	<p>The <i>Contractor</i> provides a narrative to the <i>Project Manager</i> 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 <i>works</i> are delivered. This includes:</p> <ul style="list-style-type: none"> • cycle times and works sequences, • the deployment of Equipment and labour, • the production rates used in determining durations [also used when assessing claimed % complete] • the shifts assumed in determining durations, • the breakdown of labour requirements by trades, • intended working hours, and the schedule of quantities used in developed the programme, • times assumed for approvals from Others, and • any assumptions inherent in the programme. <p>The narrative provides detail that substantiate and provides a reconciliation of:</p> <ul style="list-style-type: none"> • programme leads and lags, • project levels of labour (by trade) and staff, and • flows of resources including Plant and Materials and requirements.

S 505.9	Refer to the Additional Work Order Information.
S 510 Methodology Statement	
S 510.1	Not used.
S 515 Work of the <i>Client</i> and Others	
S 515.1	Refer to the Additional Work Order Information.
S 515.2	Refer to the Additional Work Order Information.
S 520 Information Required	
S 520.1	Refer to the Additional Work Order Information.
S 520.2	Refer to the Additional Work Order Information.
S 525 Revised Programme	
S 525.1	Physical progress is reported and recorded (updated) on programme activities by the <i>Contractor</i> during each <i>Client's</i> reporting period using physical percentage complete and activity remaining duration as the basis for progress status compared with the initial project programme as a baseline. The baseline data is only amended with the <i>Project Manager's</i> acceptance.
S 525.2	Revised programme submission reports include but are not limited to the following information <ul style="list-style-type: none"> • 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 600 Quality Management	
S 605 Quality management system	
S 605.1	The <i>Contractor</i> complies with and operates management systems as follows <ul style="list-style-type: none"> • a health and safety management system complying with the requirements in Annex 15 of the Scope, • a quality management system complying with ISO 9001, ISO 9004, and CEN/TS 16880,

	<ul style="list-style-type: none"> • an environmental management system complying with ISO 14001, and • a collaboration framework complying with ISO 44000 (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships), <p>(see links in Annex 02).</p>
S 605.2	The <i>Contractor</i> implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.
S 605.3	<p>The <i>Contractor</i> obtains certification from a body accredited by UKAS (or another body accepted by the <i>Project Manager</i>) of:</p> <ul style="list-style-type: none"> • the quality management system, and • the environmental management system <p>to the standards set out above within 4 weeks of the Contract Date and submits to the <i>Project Manager</i> a copy of all certificates within one week after it is obtained. If the <i>Contractor</i> already holds such certification at the Contract Date, the <i>Contractor</i> submits to the <i>Project Manager</i> a copy of all certificates within one week after the Contract Date.</p>
S 605.4	The <i>Contractor</i> obtains certification of its health and safety management system in accordance with the requirements in Annex 15 of the Scope.
S 605.5	<p>The <i>Contractor's</i> quality management system will include the <i>Contractor's</i> quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to:</p> <ul style="list-style-type: none"> • providing a quality assured service which delivers the requirements in the contract, • supporting the development, implementation and maintenance of the <i>Contractor's</i> quality management system, and • continually providing maximum customer satisfaction.
S 605.6	The <i>Contractor</i> maintains up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the <i>Client</i> copies of the audit reports from the certification accredited bodies and the <i>Contractor's</i> updated certificates.
S 610 Quality Plan	
S 610.1	The <i>Contractor</i> prepares the Quality Plan within 4 weeks of the starting date.
S 610.2	The Quality Plan incorporates the Quality Statement and is sufficiently

	detailed to demonstrate how the <i>Contractor</i> achieves each of the quality promises in the Quality Statement and meets the <i>Client's</i> objectives for the contract.
S 610.3	The <i>Project Manager</i> notifies the <i>Contractor</i> if the Quality Plan does not comply with the requirements of the contract. Following such notification, the <i>Contractor</i> reviews the Quality Plan and reports to the <i>Project Manager</i> setting out its proposed changes. If the <i>Project Manager</i> accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the <i>Project Manager</i> informs the <i>Contractor</i> of the aspects of the Quality Plan that are not acceptable, and the <i>Contractor</i> updates the Quality Plan for acceptance within one week.
S 610.4	The <i>Contractor</i> keeps a controlled copy of the Quality Plan available for inspection at all times by the <i>Client</i> , the <i>Project Manager</i> , the <i>Supervisor</i> and their representatives.
S 615 Samples	
S 615.1	Not used.
S 620 Audit and nonconformities (including “defects”) and quality management points	
S 620.1	The <i>Contractor</i> carries out a programme of internal audits in accordance with the requirements of ISO 9001.
S 620.2	The <i>Project Manager</i> may carry out audits of the <i>Contractor's</i> quality management system from time to time.
S 620.3	The <i>Contractor</i> allows access at any time within working hours to any place where it or any Subcontractor (at any stage of remoteness from the <i>Contractor</i>), carries out any work that relates to the contract for the <i>Project Manager</i> to carry out audits, to inspect work and materials and generally to investigate whether the <i>Contractor</i> is Providing the Works in accordance with the contract.
S 620.4	The <i>Contractor</i> provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
S 620.5	Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25.
S 620.6	The <i>Project Manager</i> 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 620.7	Following the notification of a Defect or identification of other nonconformity the <i>Contractor</i> submits within three working days a brief report covering as a

	<p>minimum:</p> <ul style="list-style-type: none"> • 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 service delivery is not functioning properly.
S 620.8	<p>Following the notification of a Defect or identification of other nonconformity the <i>Contractor</i> submits within 2 (two) weeks to the <i>Project Manager</i> for acceptance, a corrective action plan covering as a minimum:</p> <ul style="list-style-type: none"> • 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 i.e. 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 i.e. which of the <i>Contractor's</i> processes is not performing as required, • What the corrective action will address, for example - is it a process design that needs changing or is it an execution issue (i.e. that requires 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 <i>Contractor</i> to take overall accountability for the plan. A brief action plan is required for low risk, • Method of reporting progress to the <i>Project Manager</i>, • The method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that will allow the <i>Project Manager</i> to confirm the correction, and • Adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity.
S 620.9	<p>The <i>Contractor</i> keeps an up to date register of Nonconformities covering as</p>

	<p>a minimum:</p> <ul style="list-style-type: none"> • The unique reference, • Date of identification, • Identification method for example through performance management, by testing or by audit etc., • Date of corrective action report, • Date Nonconformity corrected (i.e. confirmed as such by the <i>Project Manager</i>), • Traffic light type notation, <ul style="list-style-type: none"> ○ Red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date, ○ Amber – correction action report prepared and action in progress and within planned parameters, ○ Green – corrective action complete and accepted by the <i>Project Manager</i>. <p>The <i>Contractor</i> enters the Nonconformity on to the register within three working days from its identification.</p>
S 620.10	<p>The <i>Contractor</i> does not begin any corrective or preventative action(s) to address the Nonconformity until the <i>Project Manager</i> has accepted its proposals.</p>
S 620.11	<p>Within one week of the <i>Contractor</i> submitting the proposed corrective and preventative action plan for acceptance, the <i>Project Manager</i> either accepts the proposal or notifies the <i>Contractor</i> of its reason for not accepting it.</p> <p>A reason for not accepting the proposed action plan is that</p> <ul style="list-style-type: none"> • 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 and preventative action is unreasonable, or • it hinders the <i>Client</i> or Others.
S 620.12	<p>If the <i>Project Manager</i> does not accept the proposed action plan, the <i>Contractor</i> submits a revised proposal to the <i>Project Manager</i> for acceptance within one week. The <i>Project Manager</i> responds to the revised proposal as stated in S 610.11.</p>
S 620.13	<p>The <i>Contractor</i> corrects Nonconformities and takes action to eliminate the causes of actual or potential Nonconformities within a time which minimises</p>

	the adverse effect on the <i>Client</i> 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 620.14	The <i>Contractor</i> notifies the <i>Project Manager</i> when the proposed actions have been taken and provides with his notification verification that the defective part of the <i>works</i> has been corrected.
S 620.15	If the <i>Contractor</i> fails to comply with its quality management system, the <i>Contractor</i> accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in Annex 10 . The number of Quality Management Points is reduced in accordance with the quality table.
S 620.16	If the <i>Contractor</i> fails properly to accrue Quality Management Points, the <i>Project Manager</i> instructs the <i>Contractor</i> 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 <i>Project Manager's</i> instruction.
S 620.17	The <i>Contractor</i> maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. This should be submitted to the <i>Client</i> on a monthly basis, or when requested by the <i>Project Manager</i> .
S 620.18	A failure to comply with this section is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 625 Quality Management Points & Table	
S 625.1	Quality Management Points accrue from the: <ul style="list-style-type: none"> • date of identification, • date of the audit if raised in an audit, or • <i>Project Manager's</i> instruction.
S 625.2	If the number of Quality Management Points in effect under the contract is more than 25, the <i>Contractor</i> and the <i>Project Manager</i> meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.
S 625.3	The <i>Contractor</i> submits a report to the <i>Project Manager</i> within one week of the meeting setting out the actions agreed at the meeting and any other actions which the <i>Contractor</i> proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

S 625.4	If the <i>Project Manager</i> does not accept the <i>Contractor's</i> proposals or the <i>Contractor</i> does not take the agreed actions, the <i>Project Manager</i> serves a quality warning notice on the <i>Contractor</i> . Within one week of receipt of the quality warning notice, the <i>Contractor</i> submits a report to the <i>Project Manager</i> setting out the actions which the <i>Contractor</i> has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to 25 or less.
S 625.5	Until the number of Quality Management Points in effect is reduced to 25 or less, the <i>Contractor</i> takes the actions detailed in its reports and submits weekly update reports to the <i>Project Manager</i> setting out the actions taken, the results of those actions and the actions which are still to be taken by the <i>Contractor</i> .
S 625.6	Following the issue of a quality warning notice and until the number of Quality Management Points in effect is reduced to 25 or less, the <i>Client</i> reserves the right to remove services and may appoint Others to perform these services.
S 625.7	<p>A failure to:</p> <ul style="list-style-type: none"> • take actions to reduce the number of Quality Management Points in effect to 25 or less, or • comply with a corrective action plan that has been accepted by the <i>Project Manager</i>, <p>is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.</p>
S 630 Continual Improvement & Innovation	
S 630.1	The <i>Contractor</i> operates processes for delivering innovation and continual improvement / lean following the requirements set out in the Continual Improvement & Innovation annex (see Annex 11).
S 630.2	The <i>Contractor</i> develops Enhancements in accordance with Clause Z61.
S 635 Performance Management	
S 635.1	The <i>Project Manager</i> uses the current version of the Collaborative Performance Framework (CPF) (see link an Annex 02) in order to actively measure the <i>Contractor's</i> performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.
S 635.2	The <i>Contractor</i> uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the <i>Client</i> in the development of the framework by proposing and developing ways in which improvements can be made to the CPF.

S 635.3	The scores recorded by the <i>Contractor</i> against each CPF indicator are submitted to the <i>Project Manager</i> and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Suppliers' Portal (see link in Annex 02).
S 635.4	The first CPF covers months 1-3 from the <i>starting date</i> , and are thereafter submitted quarterly.
Performance Review	
S 635.4	The <i>Contractor's</i> undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the <i>Project Manager</i> , in accordance with the CPF.
S 635.5	The following is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations <ul style="list-style-type: none"> the <i>Contractor's</i> performance, as measured in accordance with the CPF, is below the Performance Level.
S 635.6	The Performance Level is six (6) and is measured in accordance with the CPF.
S 635.7	Where the <i>Contractor's</i> performance is below the Performance Level, this is treated as a substantial failure by the <i>Contractor</i> to comply with its obligations.
S 635.8	The <i>Client</i> leads additional annual reviews to assess all aspects of <i>Contractor</i> performance and trends in performance indicators. The <i>Contractor</i> assists any additional reviews as requested by the <i>Project Manager</i> .
S 700 Tests and Inspections	
S 705 Tests and inspections	
S 705.1	The <i>Contractor</i> carries out tests in accordance with Specification Appendix 1/5 'Testing to be carried out by the Contractor' and all other Specification Appendices which set out requirements for tests and inspections. Refer to the Additional Work Order Information.
S 705.2	Tests and inspections of Plant Refer to the Additional Work Order Information.
S 705.3	Tests and inspections of Offsite fabrication Refer to the Additional Work Order Information.

S 705.4	Tests and inspections of Installation Refer to the Additional Work Order Information.
S 705.5	Tests and inspections of take over Refer to the Additional Work Order Information.
S 705.6	Tests and Inspections of Defects correction Refer to the Additional Work Order Information.
S 705.7	Refer to the Additional Work Order Information.
S 710 Samples	
S 710.1	Refer to the Additional Work Order Information.
S 715 Management of tests and inspections and provision of samples	
S 715.1	Refer to the Additional Work Order Information.
S 720 Covering up completed work	
S 720.1	Where there is a risk of deterioration or damage to exposed elements of the <i>works</i> once constructed, the <i>Contractor</i> covers up the works to protect them. Refer to the Additional Work Order Information.
S 725 Supervisor's procedures for inspection and watching tests	
S 725.1	The <i>Contractor</i> notifies the <i>Supervisor</i> at least 2 working days in advance of any inspections or tests to enable the <i>Supervisor</i> to plan their attendance. Refer to the Additional Work Order Information.
S 735 Defects (in relation to Tests and Inspections & cross referenced with S430 and S620)	
S 735.1	The <i>Contractor</i> notifies the <i>Supervisor</i> at least 2 (two) working days in advance of any inspections, tests or repairs of Defects to enable the <i>Supervisor</i> to plan their attendance. Refer to the Additional Work Order Information.
S 800 Management of the works	
S 805 Project team – Others	
S 805.1	Others in the project team and their roles are defined in the Schedule of Partners. Communication, roles and responsibilities and interfaces between organisations are set out in the Partnering Information.

S 805.2	Refer to Additional Work Order Information.
S 810 Communication system	
S 810.1	The <i>Contractor</i> uses the relevant systems as listed in Annex 09 or any other system identified by the <i>Project Manager</i> . The <i>Contractor</i> ensures that all contract communications required by the contract are issued using that system.
S 810.2	Not Used.
S 811 Communication	
S 811.1	The <i>Contractor</i> complies with the communication requirements in Annex 12 .
S 815 Management procedures	
S 815.1	Following the Contract Date, the <i>Contractor</i> and its designer convene and attend monthly Package progress meetings and monthly Scheme progress meetings with the <i>Project Manager</i> .
S 815.2	<p>The monthly Package progress meetings are with the <i>Project Manager</i> and the monthly Scheme progress meetings are with the <i>Project Manager</i> and the <i>Partners</i>.</p> <p>The <i>Contractor</i> will agree the list of attendees with the <i>Client</i> prior to each meeting. The following attendees from the <i>Contractor</i> are required at these meetings unless otherwise agreed by the <i>Project Manager</i></p> <ul style="list-style-type: none"> • <i>Contractor's</i> Manager, • Design Manager, • Environmental Coordinator, • Health and Safety Coordinator, and • support staff deemed necessary for the meeting or as requested by the <i>Project Manager</i>.
S 815.3	The monthly Package progress meetings and monthly Scheme progress meetings are held at a location to be agreed between the <i>Contractor</i> and the <i>Project Manager</i> .
S 815.4	The <i>Contractor</i> prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and forwards the agenda to the <i>Project Manager</i> at least four (4) working days prior to the meeting. The <i>Contractor</i> will agree the meeting agenda with the <i>Client</i> prior to each meeting.
S 815.5	The <i>Contractor</i> includes imperative moments at the start of meetings, see section S 105.6 <i>Client</i> imperatives.

S 815.6	The <i>Contractor</i> ensures that customer service and health and safety issues are an agenda item at monthly review meetings.
S 815.7	The <i>Contractor</i> issues the agenda to the <i>Project Manager</i> at least four (4) days prior to the meeting. The <i>Contractor</i> prepares and issues minutes of the meeting/ workshop to the <i>Project Manager</i> 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.
S 815.8	All agendas, minutes and progress reports will be provided to the Client in electronic format, in either MSWord (.docx) or Adobe (.pdf).
S 815.9	<p>The <i>Contractor</i> prepares and submits to the <i>Project Manager</i>, at least two (2) working days in advance of the monthly Package progress meeting, a monthly Package progress report, in a dashboard format. The dashboard is expected to include the following information in a format agreed by the <i>Project Manager</i></p> <ul style="list-style-type: none"> • Health & safety and environment – figures including inspections, accident details, injury type, near misses, <ul style="list-style-type: none"> ○ safety CDM issues, • Customer – provision of corporate information and stakeholder and customer messaging, <ul style="list-style-type: none"> ○ customer service matters, ○ customer complaints, ○ communications. • Package progress summary – including risks to achieving the programme milestones and opportunities to accelerate delivery, <ul style="list-style-type: none"> ○ progress report for period covered by meeting, ○ programme for next reporting period, ○ actual start dates of activities commenced since the previous updates and reasons for any changes from the approved <i>works</i> programme, ○ actual completion dates of activities completed since the previous update and reasons for any changes from the approved <i>works</i> programme, ○ the anticipated time for completion, in working days, for activities in hand, ○ proposals for retrieving of any slippage to the approved <i>works</i> programme, ○ any change requested by the <i>Contractor</i> to the Completion Date and the reasons for any change,

	<ul style="list-style-type: none"> • Quality management – Nonconformities, corrective action reports, Quality Management Points and results from any audits undertaken, <ul style="list-style-type: none"> ○ design issues, ○ certificate status, ○ quality matters, • Financial monitoring – comparison of actual and forecast expenditure against budget for all works carried out in the package, together with analysis and reason for variances, <ul style="list-style-type: none"> ○ confirmation of scheme costs estimate and budget forecast, • Commercial issues – summary of Early Warnings, Risks, Compensation Events, final accounting and any other commercial issues deemed necessary, <ul style="list-style-type: none"> ○ payment schedule – agreement of compensation events, ○ insurance related issues, ○ Early Warning Register, • Subcontractors, • Performance management – scores as per the Collaborative Performance Framework (CPF) (see link in Annex 02), • Performance against the metrics used to amend the default allocation as described in the Section 4 of the Framework Information, • Performance against the Key Performance Indicators included in the Schedule of Partners, <ul style="list-style-type: none"> ○ information related to project performance indicators, • Training – report on training planned and completed, including performance against annual proposal for apprentice recruitment under this contract, and • Any other issues.
S 815.10	<p>The <i>Contractor</i> prepares and submits to the <i>Project Manager</i>, at least two (2) working days in advance of the monthly Scheme progress meeting, a monthly Scheme progress report, in a dashboard format. The dashboard is expected to include the following information in a format agreed by the <i>Project Manager</i></p> <ul style="list-style-type: none"> • Health & safety – figures including inspections, accident details, injury type, near misses, • Customer – summary of customer activity completed in the month and details of planned activity for the next month, • Environment – figures including progress against recycling targets, • Project schedule and progress summary, including risks to achieving the programme and opportunities to accelerate it, • Efficiencies – savings identified and realised including assessment of

	<p>application across the wider concrete roads programme and</p> <ul style="list-style-type: none"> Financial summary – comparison of actual and forecast expenditure against budget together with variances.
S 815.11	The <i>Contractor</i> attends any other meetings called by the <i>Client</i> , <i>Project Manager</i> or <i>Supervisor</i> .
S 816 Deed of Novation	
S 816.1	Inherited from Section 8.10 of the Framework Information of the Framework Contract.
S 817 Records and Reporting for Small Medium-sized Enterprises (SMEs)	
S 817.1	Inherited from Section 8.7 of the Framework Information of the Framework Contract.
S 820 Contractor's application for payment	
S 820.1	The <i>Contractor</i> provides a work breakdown structure (WBS) breakdown of the invoice as set out in Annex 18 Cost Capture and in the format agreed with the <i>Project Manager</i> .
S 820.2	The <i>Contractor</i> provides any additional supporting data necessary to justify the costs in the invoice as required by the <i>Project Manager</i> .
S 820.3	The <i>Contractor</i> notifies the <i>Project Manager</i> of the name and address of the <i>project bank</i> , the account name and number, the bank sort code and any other details required to make direct payments into that account.
S 821 Earned Value Reporting	
S 821.1	Not used
S 822 Cost verification	
S 822.1	The <i>Contractor</i> allows the <i>Client</i> (or a forensic cost verification consultant engaged by the <i>Client</i>) to review data relating to the assessment of Defined Cost (including Personal Data) within the Working Areas for the purpose of verifying the Defined Cost incurred.
S 822.2	The <i>Client</i> ensures that data viewed in the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.
S 822.3	The <i>Contractor</i> obtains agreement from the data subject for the review of Personal Data within the Working Areas for verification.

S 823 Provision of Price information	
S 823.1	Inherited from Section 6 of the Framework Information of the Framework Contract.
S 825 Commissioning report	
S 825.1	Not Used
S 826 Format of records	
S 826.1	<p>The <i>Contractor</i> ensures that records are created and maintained in an acceptable format such as:</p> <ul style="list-style-type: none"> • 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 <i>Client's</i> Information Systems, reference documents or guidance manuals as agreed with the <i>Project Manager</i>.
S 826.2	The <i>Contractor</i> undertakes translation of existing records into an accepted format when instructed by the <i>Client</i> .
S 826.3	The <i>Contractor</i> may from time to time agree with the <i>Client</i> alternative acceptable formats in which the <i>Contractor</i> maintains records, taking into account any advances and other developments in Information Systems. The <i>Contractor</i> implements any changes as agreed with the <i>Project Manager</i> .
S 827 Records and audit access	
S 827.1	Refer to section S 1520.
S 845 Training	
S 845.1	The <i>Client</i> provides training for relevant systems listed in Annex 09 .
S 845.2	The <i>Contractor</i> proposes a list of appropriate staff to be trained for each requirement for acceptance by the <i>Project Manager</i> . The <i>Contractor</i> liaises with the <i>Project Manager</i> to programme the training to optimise efficiencies.
S 845.3	The <i>Client</i> provides training in the use of the 3D Scheme Delivery Process (see also S 274.3).

S 850 Meetings	
S 850.1	Refer to section S 815.
S 900 Working with the <i>Client</i> and Others	
S 905 Sharing the Working Areas with Others	
S 905.1	The <i>Contractor</i> cooperates with and shares the Working Areas with others as instructed by the <i>Project Manager</i> .
S 910 Co-operation	
S 910.1	The <i>Contractor</i> co-operates with other suppliers in obtaining and providing information needed.
S 910.2	The <i>Contractor</i> cooperates with the following organisations Refer to the Additional Work Order Information.
S 910.3	The <i>Contractor</i> shares information, communicates openly with the <i>Client</i> , continuously shares lessons learnt and achievements and enables embedded learning.
S 915 Co-ordination	
S 915.1	The <i>Contractor</i> co-ordinates with local highway authorities to ensure roadwork clashes are prevented.
S 915.2	The <i>Contractor</i> programmes the <i>works</i> in a manner that minimises the impact on the customer, working in conjunction with the <i>Client's</i> Major Projects and Operations Directorates.
S 915.3	Not used.
S 915.4	The <i>Contractor</i> co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
S 915.5	The <i>Contractor</i> does not enter into commitments when dealing with third parties that might impose any obligations on the <i>Client</i> except with the consent of the <i>Client</i> .
S 915.6	Refer to the Additional Work Order Information.
S 920 Authorities and utilities providers	
S 920.1	Refer to the Additional Work Order Information.

S 1000 Services and other things to be provided	
S 1005 Services and other things provided by the <i>Contractor</i> for the use by the <i>Client, Project Manager, Supervisor</i> or <i>Others</i>	
S 1005.1	<p>The <i>Contractor</i> provides</p> <ul style="list-style-type: none"> • buildability advice during the Develop Phase of the 3D process and • where appointed as principal contractor, site offices and welfare facilities as appropriate to the Scheme during the Delivery Phase of the 3D process of Schemes. <p>Refer to the Additional Work Order Information.</p>
S 1005.2	Refer to the Additional Work Order Information.
S 1010 Services and other things provided by the <i>Client</i>	
S 1010.1	<p>The <i>Client</i> provides</p> <ul style="list-style-type: none"> • Network occupancy subject to requests being submitted as required under DMRB GM702 Operational requirement for network occupancy (see link in Annex 02), • The timing of network occupancy is as per GM702 Operational Requirements for Network Occupancy, • Temporary traffic management requires a 15-week lead in period to process any required temporary traffic regulation orders, • Information about assets within and adjacent to the boundary of each Scheme in the Work Order is made available at the commencement of each Scheme if not already accessible on Information Systems (see Annex 09), • Information about asbestos containing materials and other known hazards and site-specific health and safety requirements within and adjacent to the boundary of each Scheme in the Work Order, • Access to Information Systems is provided from the starting date, subject to the <i>Consultant</i> providing names of staff requiring access and complying with the requirements in Annex 09, • Copies of all technical surveys and testing information and associated analysis related to each Scheme in the Work Order are provided at the <i>starting date</i>, and • Technical surveys and testing are provided in timescales agreed by the <i>Project Manager</i>. <p>Refer to the Additional Work Order Information.</p>
S 1010.2	Refer to the Additional Work Order Information.

S 1100 Health and safety	
S 1105 Health and Safety Requirements	
S1105.1	The <i>Contractor</i> complies with the <i>Client's</i> Health and Safety Requirements outlined in Annex 15 and supports the Safety aspect of the Clients Ambition for the Concrete Roads Programme as found in Annex B of the Framework Information.
S1105.2	Refer to the Additional Work Order Information.
S 1110 Method Statements	
S 1110.1	The <i>Contractor</i> , for all operations, submits method statements and risk assessments to the <i>Project Manager</i> for acceptance no later than 4 weeks prior to the planned commencement of the relevant operation on-site, unless otherwise agreed with the <i>Project Manager</i> .
S 1115 Legal Requirements	
S 1115.1	<p>The <i>Contractor</i> undertakes the role of principal designer in respect of the <i>works</i> to which the CDM Regulations apply and performs all the duties required of a principal designer as defined in the CDM Regulations 2015 (see link in Annex 02).</p> <p>The <i>Contractor</i> discharges its obligations under the CDM Regulations in compliance with any guidance issued by the Health and Safety Executive in respect of those Regulations and provides the <i>Project Manager</i> with evidence of compliance.</p>
S 1115.2	<p>The <i>Contractor</i> undertakes the role of principal contractor in respect of the <i>works</i> in the Work Order to which the CDM Regulations apply including:</p> <ul style="list-style-type: none"> • work carried out by the <i>Client</i> but only if instructed by the <i>Project Manager</i>, and • work carried out by the Others but only if instructed by the <i>Project Manager</i> <p>and performs all the duties required of a principal contractor by the CDM Regulations 2015 (see link in Annex 02).</p> <p>During the pre-construction phase and before setting up a construction site the <i>Contractor</i> draws up a construction phase plan in respect of the relevant <i>works</i> which complies with regulation 12(2) of the CDM Regulations and provides a copy to the <i>Project Manager</i> and discharges its obligations under the CDM Regulations in compliance with any guidance issued by the HSE in respect of those Regulations and provides the <i>Project Manager</i> with evidence of compliance.</p>

S 1120 Health and safety inspections	
S 1120.1	Requirements for health and safety inspections are outlined in Annex 15 . The <i>Client</i> may challenge any activity undertaken in Providing the Works where it considers there is a hazard to the safety of any person. Where challenged, the <i>Contractor</i> suspends the activity immediately and follows the processes set out in the quality management plan to demonstrate the activity is safe before recommencing.
S 1125 Deleterious and hazardous materials	
S 1125.1	Refer to the Additional Works Order Information.
	Asbestos
S 1125.2	Where the <i>Client</i> knows asbestos to be present in any premises, the <i>Project Manager</i> supplies information to the <i>Contractor</i> to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations and the relevant Highways England standards and guidance documents. Refer to the Additional Works Order Information.
S 1130 Pre-Construction Information	
S 1130.1	Refer to the Additional Work Order Information.
S 1200 Subcontracting	
S 1205 Restrictions of requirements for subcontracting	
S 1205.1	Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the <i>Contractor</i> obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.
S 1205.2	The <i>Contractor</i> includes a provision in all subcontracts stating that retention is not deducted from any amount due to the Subcontractor and procures that its Subcontractors and subcontractors (at any stage of remoteness from the <i>Client</i>) do the same
S 1205.3	The <i>Contractor</i> ensures that all subcontractors (at any stage of remoteness from the <i>Client</i>) are Named Suppliers.
S 1205.4	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a Named Supplier. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontractor (at any stage of remoteness from the <i>Client</i>) to be a

	Named Supplier.
S 1205.5	The <i>Contractor</i> ensures that all subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the <i>Client</i>) have terms and conditions that align with the subcontract.
S 1205.6	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontract used to appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) is not a NEC form of contract. The <i>Contractor</i> does not appoint a subcontractor (at any stage of remoteness from the <i>Client</i>) using a contract form other than NEC unless the <i>Project Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be an NEC form.
S 1205.7	<p>The <i>Contractor</i> submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) to the <i>Project Manager</i> for acceptance, and for the purposes of clause 26.4 (where main Option C, D, E or F applies) this paragraph is the <i>Project Manager's</i> instruction to the <i>Contractor</i> to make the submission. A reason for not accepting the Contract Data is</p> <ul style="list-style-type: none"> • 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 <i>Project Manager</i> it has too high a risk transfer to the proposed subcontractor.
S 1205.8	The <i>Contractor</i> ensures that any subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is capable of being novated to a replacement contractor.
S 1205.9	The <i>Contractor</i> may propose to the <i>Project Manager</i> that a subcontract of a subcontractor (at any stage of remoteness from the <i>Client</i>) is not capable of being novated to a replacement contractor. The <i>Contractor</i> does not award such a subcontract that is not capable of being novated to a replacement contractor unless the <i>Project Manager</i> has accepted the <i>Contractor's</i> proposal. A reason for not accepting the <i>Contractor's</i> proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
S 1205.10	When requested by the <i>Project Manager</i> , the <i>Contractor</i> executes or procures the relevant subcontractors (at any stage of remoteness from the <i>Client</i>), an agreement in the form the <i>Client</i> may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.
Structural Steelwork	
S 1205.11	Not Used.

	Other specific requirements and constraints
S 1205.12	Not Used.
S 1210 Acceptance procedures	
S 1210.1	No additional requirements or constraints
S 1211 Contracts Finder	
S 1211.1	The requirements of this section S 1211 do not apply to subcontracts placed under a Category Purchase Agreement.
S 1211.2	<p>Where the forecast amount due to be paid to the <i>Contractor</i> is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the <i>Contractor</i>.</p> <ul style="list-style-type: none"> • subject to paragraphs S 1211.4 and S 1211.5, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Works above a minimum threshold of £25,000 that arise before Completion, • within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the <i>Client</i>), updates the notice on Contracts Finder with details of the successful subcontractor, • 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 <i>Project Manager</i> in the format and frequency as reasonably specified by the <i>Project Manager</i> and • promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder. <p>The calculation of £5,000,000 or more per annum in this paragraph is in accordance with footnote 1 to PPN 01/18 (see link at Annex 02) based on an advertised subcontract value, averaged over the life of the advertised subcontract.</p>
S 1211.3	Each advert referred to in paragraph S 1215.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the <i>Contractor</i> .
S 1211.4	The obligation at paragraph S 1215.2 only applies in respect of subcontract opportunities arising after the Contract Date.
S 1211.5	The <i>Contractor</i> may propose to the <i>Project Manager</i> for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The <i>Contractor</i> provides a detailed reason for not advertising the specific subcontract opportunity. The <i>Contractor</i> provides further detail when

	requested by the <i>Project Manager</i> to assist in its consideration. If accepted by the <i>Project Manager</i> , the <i>Contractor</i> is relieved from advertising that subcontract opportunity on Contracts Finder.
S 1212 Fair Payment	
S 1206.1	<p>The <i>Contractor</i> includes in the subcontract with each subcontractor (at any stage of remoteness from the <i>Client</i>)</p> <ul style="list-style-type: none"> • a period for payment of the amount due to the subcontractor (at any stage of remoteness from the <i>Client</i>) 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 subcontractor (at any stage of remoteness from the <i>Client</i>) has completed from the previous assessment date up to the current assessment date in the contract, • a provision requiring the subcontractor (at any stage of remoteness from the <i>Client</i>) to include in each subsubcontract 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 subcontractor (at any stage of remoteness from the <i>Client</i>) to assess the amount due to a subsubcontractor without taking into account the amount paid by the <i>Contractor</i> and • a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) are to be paid within 30 days after the date on which payment becomes due under the contract.
S 1206.2	<p>The <i>Contractor</i> notifies non-compliance with the timescales for payment</p> <ul style="list-style-type: none"> • to the <i>Client</i>, • to the <i>Project Manager</i> and • through the Cabinet Office Supplier Feedback Service. <p>The <i>Contractor</i> includes this provision in each subcontract and requires subcontractors (at any stage of remoteness from the <i>Client</i>) to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the <i>Client</i>) include the same provision.</p>
S 1213 Advertising Subcontracts in accordance with the Public Contract Regulations 2015	
S 1213.1	Not used.

S 1300 Title	
S 1305 Marking	
S 1305.1	<p>To prepare Equipment, Plant and Materials which are outside the Working Areas for marking by the <i>Supervisor</i>, the <i>Contractor</i></p> <ul style="list-style-type: none"> marks the Equipment, Plant and Materials in the location they are stored so as to show that its destination is the Working Areas and that they are the property of the <i>Client</i> (upon marking by the <i>Supervisor</i>), and provides to the <i>Supervisor</i> <ul style="list-style-type: none"> evidence that the title to the Equipment, Plant and Materials has passed to the <i>Contractor</i> free of all liens, charges, options, encumbrances, rights, claims and other interests of any third party, and a schedule identifying <ul style="list-style-type: none"> the locations where the relevant Equipment, Plant and Materials are stored in until they are brought within the Working Areas, and the value of each item of the Equipment, Plant and Materials Plant or Materials stored.
S 1305.3	<p>The <i>Contractor</i> ensures that any Equipment, Plant and Materials stored outside of the Working Areas is stored so that</p> <ul style="list-style-type: none"> it is not damaged, and it is safe and secure.
S 1310 Materials from excavation and demolition	
S 1310.1	Not used.
S 1400 Acceptance or procurement procedure (Option C, D, E, and F only)	
S 1405 Procurement procedures	
S 1405.1	Refer to procurement procedures stated elsewhere in the Scope.
S 1410 Submission and acceptance procedures	
S 1410.1	Refer to submission and acceptance procedures stated elsewhere in the Scope.

S 1500 Accounts and records (Options C, D, E and F only)	
S 1505 Additional records	
S 1505.1	<p>The additional records to be kept by the <i>Contractor</i> are</p> <ul style="list-style-type: none"> • Timesheets and resource allocation records for all staff and operatives employed on the Work Order (both own staff and subcontractor staff), • Records of time, allocation and costs of all Equipment • Records of quantities and costs of Materials including any disposal costs • Receipts to evidence <i>expenses</i>, • Invoices and supporting data showing the build-up of costs paid to subcontractors, and • Forecasts of total Defined Cost. <p>The <i>Contractor</i> keeps these records available for inspection at all times by the <i>Client</i>, <i>Project Manager</i> and their representatives.</p>
S 1520 Records and audit access	
S 1520.1	The <i>Contractor</i> keeps documents and information obtained or prepared by the <i>Contractor</i> or any Subcontractor in connection with the contract for a period of 12 years after the <i>defects date</i> .
S 1520.2	The <i>Contractor</i> permits the <i>Client</i> and the Comptroller and Auditor General to examine documents held or controlled by the <i>Contractor</i> or any subcontractor (at any stage of remoteness from the <i>Client</i>).
S 1520.3	The <i>Contractor</i> provides such oral or written explanations as the <i>Client</i> or the Comptroller and Auditor General considers necessary.
S 1520.4	This section 1520 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 <i>Contractor</i> .
S 1520.5	The <i>Contractor</i> records efficiencies within an Efficiency Register, updates and submits the Efficiency Register to the <i>Project Manager</i> on a monthly basis.
S 1600 Ultimate holding company guarantee (Option X4)	
	Option X4 is Not Used – instead use the <i>Client's</i> form of Parent Company Guarantee.

S 1601 <i>Client</i> Form of Parent Company Guarantee	
S 1601.1	Inherited from Section 8.8 of the Framework Information of the Framework Contract.
S 1602 Legal Opinion	
S 1602.1	Inherited from Section 8.8 of the Framework Information of the Framework Contract.
S 1700 <i>Undertakings to the Client</i> or Others (Option X8)	
S 1705 Undertakings to Others (Option X8)	
S 1705.1	Not Used.
S 1710 Subcontractor undertakings to Others	
S 1710.1	Not Used.
S 1715 Subcontractor undertakings to the Client	
S1715.1	Not Used.
S 1800 Intellectual Property Rights	
S 1805 <i>Contractor's</i> rights over material prepared for the design of the works	
S 1805.1	The <i>Contractor</i> acquires no rights over material prepared for the design of the <i>works</i> .
S 1810 Other rights to be obtained by the <i>Contractor</i>	
S1810.1	Inherited from Section 8.11 of the Framework Information of the Framework Contract
S 1815 Escrow	
S 1815.1	Not used.
S 1900 Information Modelling (Option X10)	
S 1905 Information Model Requirements	
S 1905.1	The <i>Contractor</i> Provides the Works in compliance with the Government's Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office Government Construction Strategy papers dated May 2011 (see link at Annex 02).
S 1905.2	Level of Definition is the graphical and non-graphical content required for an

	Information Model at each 3D stage as specified in the Information Model Requirements (refer to the Additional Work Order Information).
S 1905.3	<p>Model Production and Delivery Table is the table of that name included in the Information Model Requirements for the contract that sets out:</p> <ul style="list-style-type: none"> the subject matter of the Information Model, the person who is to produce and deliver the Information Model at each 3D stage, and the proposed Level of Definition.
Creation of delivery plans	
S 1905.4	Prior to the commencement of each 3D stage, the <i>Client</i> creates and issues to the <i>Contractor</i> the “Information Delivery Plan” (which is contained within the “Employer Information Requirements” template) for the relevant 3D stage based on the Information Model Requirements and the Model Production and Delivery Table.
S 1905.5	Within two weeks of the Information Delivery Plan being issued, the <i>Contractor</i> develops the Information Execution Plan to comply with the Information Delivery Plan and submits it to the <i>Project Manager</i> for acceptance.
S 1905.6	<p>The <i>Project Manager</i> reviews the Information Execution Plan and verifies that it complies with the Information Delivery Plan. The <i>Project Manager</i> updates the Model Production and Delivery Table. Reasons for not accepting the Information Execution Plan are</p> <ul style="list-style-type: none"> that it does not comply with the Information Delivery Plan and it does not allow the <i>Contractor</i> to Provide the Works. <p>If the plan is not accepted the <i>Contractor</i> resubmits a revised Information Execution Plan within two weeks.</p>
Production of Project Information by the <i>Contractor</i>	
S 1905.7	<p>The <i>Contractor</i> develops the following documents for acceptance by the <i>Project Manager</i> within four (4) weeks of the <i>starting date</i>:</p> <ul style="list-style-type: none"> supply chain BIM capability assessment, Geographical Information System strategy and implementation plan, design management plan (BS 7000-4 compliant), and BIM strategy document.
S 1905.8	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> produces the Project Information which excludes

	<ul style="list-style-type: none"> ○ any material forming part of the Project Information which is provided to the <i>Contractor</i> by or on behalf of the <i>Client</i>) at each 3D stage to the relevant Level of Definition <p>this is specified in the Model Production and Delivery Table and in accordance with the latest Information Execution Plan,</p> <ul style="list-style-type: none"> • validates the Project Information against the requirements set out in the Information Model Requirements and the Information Execution Plan, • submits the Project Information to the <i>Project Manager</i>, • uses the models which are outlined in the Model Production and Delivery Table and are in accordance with any procedures in the Information Model Requirements, • co-operates with the <i>Project Manager</i> and Others, and • otherwise complies with the Information Model Requirements.
S 1905.9	Refer to the Additional Work Order Information.
S 1905.10	The <i>Contractor</i> develops its design(s) as a complete Information Model. The <i>Contractor</i> hosts the Information Model on the common data environment.
S 1905.11	<p>The <i>Contractor</i> uses the verified composite graphical model for the purpose of:</p> <ul style="list-style-type: none"> • delivering the Asset Information Model (refer to the Information Model Requirements (IMR) & Asset Data Management Manual (ADMM), • Site utilisation planning, • 3D co-ordination, • design reviews, • phase planning and programme management (4D), • cost interrogation and earned value analysis (5D), • safety improvement and communications, • risk management, and • sustainability.
S 1905.12	On Completion, the <i>Contractor</i> submits a complete “as constructed” composite graphical model, and “as built” drawing definitions and reports.
S 1905.13	<p>The <i>Contractor</i></p> <ul style="list-style-type: none"> • records and reports all benefits of BIM to the <i>Project Manager</i> as part of the benefits realisation capture process to enable the

	<p>recording of efficiencies by the <i>Client</i> in the efficiencies register which is then reported to the <i>Client's</i> efficiencies team and</p> <ul style="list-style-type: none"> • produces relevant case-studies as specified by the <i>Client</i>.
S 1906 Asset Data Management Requirements	
S 1906.1	<p>The <i>Client</i> will</p> <ul style="list-style-type: none"> • put our asset data at the heart of everything we do so that we make effective, robust and customer-focused decisions regarding the strategic road network and • ensure everybody takes joint responsibility to maintaining our asset data.
S 1906.2	The <i>Contractor</i> complies with the Asset Data Management Manual (ADMM), see link in Annex 02 , in managing asset data (plan, capture, store, use and dispose).
S 2000 Performance Bond (Option X13)	
S 2005 Form of Performance bond	
S 2005.1	Not Used.
S 2100 Advanced payment to the <i>Contractor</i> (Option X14)	
S 2105 Form of advanced payment bond	
S 2105.1	Not Used.
S 2200 The <i>Contractor's</i> design (Option X15)	
S 2205 Constraints on use of material	
S 2205.1	The <i>Contractor</i> acquires no rights over materials prepared for the <i>works</i> .
S 2210 Form of documents to be retained	
S 2210.1	Documents are to be retained in its original format and in a format that allows continued access by the <i>Client</i> .
S 2210.2	The <i>Contractor</i> provides a proposal to the <i>Project Manager</i> for acceptance for its plan and programme to retain material.
S 2210.3	A reason for not accepting the proposal is that it will not allow the <i>Client</i> continued access to material.

S 2300 Retention (Option X16) (Not used with Option F)	
S 2305 Form of Retention Bond	
S 2305.1	Not Used.
S 2500 Early Contractor involvement (Option X22)	
S 2505 Stage One and Stage Two	
S 2505.1	<p>Stage One (referred to in the <i>conditions of contract</i> at X22.1(3)), comprises 3D Stages 1 to 4.</p> <p>Stage Two (referred to in the <i>conditions of contract</i> at X22.1(3)) comprises 3D Stages 5 and 6.</p>
S 2505.2	<p>Completion of a 3D Stage is when the <i>Contractor</i> has delivered all necessary 3D Stage products and achieved stage gate completion i.e. Signed off by the senior responsible officer (SRO) for the respective 3D Stages and these have been accepted by the <i>Project Manager</i>.</p> <p>A reason for the <i>Project Manager</i> not accepting the signed off stage completion is that it does not comply with the contract.</p> <p>The <i>Contractor</i> completes any actions so that the submission complies with the contract and resubmits to the <i>Project Manager</i> for acceptance within one week or a longer period assessed by the <i>Project Manager</i>.</p>
S 2505.3	<p>Notice to proceed to construction is an instruction given by the <i>Project Manager</i> for the <i>Contractor</i> to proceed with Stage Two (3D Stages 5 and 6).</p>
S 2510 Budget	
S 2510.1	Not Used

S 2514 Stage One forecasts	
S 2514.1	No other specific requirements or constraints
S 2515 Forecasts	
S 2515.1	Forecasts are provided in line with the requirements of the 3D Scheme Delivery Process.
S 2520 Pricing Information	
S 2520.1	Inherited from Section 6 of the Framework Information of the Framework Contract
S 2525 Total of the Prices	
S 2525.1	Not Used
S 2530 Agreement of the Prices for Stage Two	
S 2530.1	The Process for determining the total of the Prices is set out in the Pricing Information.in Section 6 of the Framework Information
S 2535 Stage One design submission procedures and acceptance criteria	
S 2535.1	Design submission procedure and acceptance criteria are in line with the requirements of the 3D Scheme Delivery Process
S 2540 Stage One <i>Client</i> requirements	
S 2540.1	No additional requirements or constraints
S 2545 Stage One design approvals from others	
S 2545.1	No additional requirements or constraints
S 2550 Stage One performance requirements	
S 2550.1	No additional requirements or constraints
S 2600 Project Bank Account (PBA) (Option Y(UK)1)	
S 2605 Adding a Named Supplier	
S 2605.1	The <i>Contractor</i> ensures that all its supply chain sign a Joining Deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the <i>Project Manager</i> detailing the reasons why it does not want to sign up. The <i>Client</i> may at any time, contact that subcontractor or supplier directly to improve their knowledge and understanding of the

	benefits of PBAs.
S 2610 Project Bank Account (PBA) tracker	
S 2610.1	<p>The <i>Contractor</i> completes and submits to the <i>Project Manager</i> on a monthly basis:</p> <ul style="list-style-type: none"> • a fully populated PBA tracker (see link in Annex 02)- detailing payments made by the <i>Contractor</i> to its subcontractors (at any remoteness from the <i>Client</i>) and • detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients is redacted from the <i>Contractor's</i> main account statement before submission) in .pdf format.
S 2610.2	The <i>Contractor</i> explains all variances from the previous month and submits further information to the <i>Project Manager</i> in response to any queries raised.
S 2610.3	<p>The <i>Project Manager</i> monitors the tracker for the time it takes the <i>Contractor</i> to pay its subcontractors (at any stage of remoteness from the <i>Client</i>) through the PBA, following deposit of funds into the PBA.</p> <p>The related performance score is calculated when the majority of the funds have been deposited into the PBA by the <i>Client</i> that covers the amount due to subcontractors (at any stage of remoteness from the <i>Client</i>) joined to the PBA.</p>
S 2610.4	If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the <i>Project Manager</i> with the subcontractors (at any stage of remoteness from the <i>Client</i>) to verify that they are paid in a timely manner.
S 2610.5	The <i>Client</i> may carry out audits on subcontractors (at any stage of remoteness from the <i>Client</i>) to assess the full extent of how supply chain payments are made.
S 2610.6	Where the <i>Contractor</i> transfers monies from other accounts into the PBA this is stated on the bank statement.
S 2615 Project Bank Account (PBA) (Option Y(UK)1)	
S 2615.1	The <i>Contractor</i> ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the <i>Client</i> to apply original signatures to prevent any payment issues.
S 2615.2	<p>The <i>Contractor</i> ensures that</p> <ul style="list-style-type: none"> • there is one original copy of a deed for each party to the deed, • it issues the original copy of a deed to the <i>Project Manager</i> for the

	<p>attachment of the <i>Client's</i> common seal and</p> <ul style="list-style-type: none"> each original copy of the deed has original signatures from the relevant authorised signatories.
S 2700 <i>Client's</i> work specifications and drawings	
S 2705 <i>Client's</i> work specification	
S 2705.1	The work specification is contained in the Specification detailed below.
Specification	
S 2705.2	The <i>Contractor</i> complies with the Specification at the Contract Date (see link at Annex 02).
S 2705.3	Where any of the numbered appendices may conflict, or be inconsistent with any provision of the Specification the numbered appendices always prevail.
S 2705.4	Any reference in the Scope or Specification to a paragraph (clause) number or appendix in the Specification is be deemed to refer to the corresponding substitute paragraph (clause) number or appendix listed in appendix 0/1 or 0/2.
S 2705.5	Where a paragraph (clause) in the Specification is altered any original table/figure referred to in the paragraph (clause) applies unless the table/figure is also altered. Where a table/figure is altered any reference in a paragraph (clause) to the original table/figure applies to the altered table/figure.
Standards	
S 2705.8	<p>The <i>Contractor</i> complies with the following standards:</p> <ul style="list-style-type: none"> Design Manual for Roads and Bridges (see link in Annex 02), Manual of Contract Documents for Highway Works (see link in Annex 02) Specification for Highways Work (see link in Annex 02), Interim Advice Notes (see link in Annex 02), Traffic Signs Manuals (see link in Annex 02) Traffic Systems and Signing Plans Registry (see link in Annex 02) American Society for Testing and Materials in situations where there is no applicable BS EN standard and subject to an approved departure as required by the Design Manual for Roads and Bridges (see link in Annex 02) and Highways England Concrete Pavement Maintenance Manual (available from early 2021)

S 2710 Drawings	
S 2710.1	The drawings are listed in appendix 0/4 of the Specification.
S 2711 Standards and Procedures	
S 2711.1	Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the <i>Client's</i> standards and procedures current at the Contract Date or, for <i>Contractor</i> designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section S 2700 (<i>Client's</i> work specification).
S 2711.2	If a standard or procedure subsequently changes, the <i>Contractor</i> complies with the revised standard or procedure if instructed by the <i>Project Manager</i> .
S 2800 Designated funds – Contractor's proposals	
S 2800.1	<p>The <i>Project Manager</i> may request the <i>Contractor</i> to submit a proposal for the development of an Innovation. The <i>Project Manager</i> provides to the <i>Contractor</i> a brief</p> <ul style="list-style-type: none"> describing the Innovation and its linkage to the subject-matter of the contract, stating when the Innovation is to be deployed and, if appropriate, removed from the Working Areas and indicating the desired outcome and the outputs to be produced by the <i>Contractor</i>.
S 2800.2	Before submitting the draft proposal and if requested by the <i>Project Manager</i> , the <i>Contractor</i> attends a meeting to discuss the developing proposal and potential products.
S 2800.3	The <i>Contractor</i> submits the proposal to the <i>Project Manager</i> for acceptance within two weeks of the request or such other period as the <i>Project Manager</i> agrees. The proposal includes any necessary changes to the Scope.
S 2800.4	The <i>Project Manager</i> replies to the proposal within two weeks. If the <i>Project Manager's</i> does not accept the <i>Contractor's</i> proposal, the <i>Project Manager</i> states the reasons. The <i>Contractor</i> submits a revised proposal taking account of the reasons to the <i>Project Manager</i> for acceptance within one week.
S 2800.5	If the <i>Project Manager</i> accepts the proposal, the <i>Project Manager</i> instructs the development of the Innovation as a change to the Scope.
S 2800.6	The <i>Contractor</i> identifies separately in each application for payment the part of the Price for Work Done to Date that is attributable to the development of each Innovation. The <i>Contractor</i> provides any associated payment details

	requested by the <i>Project Manager</i> .
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