



National Asset Delivery
Technical Surveys and Testing
Contract
(NEC3 Framework Contract)
Volume 1
Instructions for Tenderers
for a
Geodetic Surveying Framework

List of Contents

1	THE TENDER PERIOD PROCESS	4
2	SUBMISSION OF TENDERS	8
3	TENDER ASSESSMENT PROCEDURE	9
4	TENDER AWARD	11

LIST OF ANNEXS**ANNEX A - TENDER DOCUMENTS****ANNEX B - TENDER TIMETABLE****ANNEX C - PROPOSALS FOR PROVIDING THE SERVICES****ANNEX D - ASSESSMENT OF THE PROPOSALS FOR PROVIDING THE SERVICES****ANNEX E – THEORETICAL SCENARIO****ANNEX F - HIGHWAYS ENGLAND FAIR PAYMENT CHARTER AND ANTI BRIBERY & ANTI FRAUD CODES OF CONDUCT****ANNEX G - EXAMPLE RISK REGISTER****ANNEX H - FORM OF TENDER**

1 THE TENDER PERIOD PROCESS

1.1 General

- 1.1.1 Highways England is seeking to appoint a framework of suppliers to undertake Package Orders consisting of geodetic surveying and associated services.
- 1.1.2 Full details on the requirements can be found within Volume 3 Framework Information and Volume 4 service Scope.
- 1.1.3 These Instructions for tenderers have been issued to those firms that are registered as a Technical Surveys & Testing (TST) supplier which evidences their compliance with Highways England's acceptability criteria for the submission of a tender for the above type of survey.
- 1.1.4 If you are not currently registered as a TST supplier you will need to submit a registration questionnaire **no later than 12noon on the 16th November 2018**. Please refer to Volume 0 which explains how to submit your registration.
- 1.1.5 **Any company requesting to participate in this tender process who does not submit the registration questionnaire by the above deadline will not be invited to submit a tender.**
- 1.1.6 **Any company that fails the registration questionnaire will also not be invited to submit a tender.**
- 1.1.7 Companies that are already registered as a TST supplier and have had no changes that would affect their registration, do not need to submit a new registration questionnaire.
- 1.1.8 Existing TST suppliers will be assumed to have requested to participate and invited to tender.
- 1.1.9 **The tender process will not commence until after the registration deadline. You should not submit a tender unless you have been invited to do so. Any tender that is submitted prior to the commencement of the tender period will not be considered.**
- 1.1.10 The tender process seeks to determine the most economically advantageous tender. Please refer to section 3 for the assessment process.
- 1.1.11 Any queries or request for clarification relating to this tender must be made via the e-sourcing portal (Bravo) by the deadline stated in Annex B.
- 1.1.12 The contents of these Instructions and of any other documentation sent to tenderers in respect of this tender process are provided on the basis that they remain the property of Highways England. Tenderers must not release

information concerning the tender documents for publication in the press or on radio, television, screen or any other medium. Tenderers must not disclose the fact that they are tendering or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing their tender response. Tenderers are required to conduct themselves in good faith in all dealings in relation to this tender process.

- 1.1.13 Under the Freedom of Information Act 2000 (as amended) ("the Act"), the Environmental Information Regulations 2004 ("EIR") and the Public Contracts Regulations 2015 as amended, Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the tender process including any tenders received.
- 1.1.14 Under the Cabinet Office Efficiency Reform Group's Guidance Note dated December 2010 entitled "Transparency – Publication of New Central Government Contracts", or any later revision, Highways England is obliged to publish any contract resulting from this competition, excluding only information which is exempt from disclosure pursuant to the Act along with the EIR and PCR. The decision as to which materials are excluded from publication rests with Highways England in its sole discretion. Highways England's initial view is that the only materials likely to be excluded from publication on this basis are as follows:
- build-ups of the prices in the Price List (but not the total prices)
 - EIR information
- 1.1.15 Tenderers should be aware that Highways England could receive requests for any information relating to this contract or tender. While Highways England reserves its discretion in responding to any such information request, tenderers are invited to request that certain information is not disclosed or published if to do so would prejudice their commercial interests or is otherwise exempt from disclosure under the Act. Requests for nondisclosure under the Act must accompany the tender and include clear and substantive justification and a time limit when any confidential information could be disclosed. The terms of any confidentiality agreement would, if requested, be available for disclosure. Any request by the Tenderer under this paragraph is for information only and will not be taken into account in the tender assessment process, nor will it form part of any contract between Highways England and the Tenderer.
- 1.1.16 Tenderers must immediately advise Highways England and seek approval of such change if

- (a) their ownership or the ownership of any member of their tendering consortium (or their parent company) changes, or
 - (b) any organisation involved in the preparation of this contract is acquired by them or by any member of their consortium (or an associated company).
- 1.1.17 If Highways England considers that a change in ownership has created a potential conflict or approval is not obtained, Highways England may exclude the Tenderer from the tender assessment and withdraw its Registration Certificate. If excluded, the Tenderer will be notified by the Procurement Officer.
- 1.1.18 If, at any time after the Registration Questionnaire stage or during the tender process and/or any subsequent contract, there is any change in circumstances which means that information submitted by the Tenderer is no longer correct or the Tenderer's ability to perform the contract materially deteriorates, the Tenderer must immediately inform Highways England in writing. Highways England may undertake any investigation it considers necessary and reserves the right to reconsider the Tenderer's ability to perform the contract and where necessary, disqualify a Tenderer who has previously passed the Registration Questionnaire stage of this procurement process.
- 1.1.19 Highways England reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraphs 1.1.16-1.1.18.
- 1.1.20 These Instructions are made in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Any liability or inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisers. Tenderers are advised to satisfy themselves that they understand all of the requirements of the contract before submitting their tender.
- 1.1.21 Highways England reserves the right not to accept the lowest or any offer it receives and can cancel, amend or vary the tender process at any point and is not liable for any costs incurred by any tenderer.
- 1.1.22 Tenderers are deemed to understand fully the processes that Highways England is required to follow under relevant European and UK legislation, particularly in relation to the Public Contracts Regulations 2015 as amended.
- 1.1.23 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public

procurement - including ensuring value for money and related aspects of good procurement practice.

- 1.1.24 For these purposes, Highways England may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Tenderer to Highways England during this tender process. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the tender process.

1.2 Not Used

1.3 Inspections

- 1.3.1 Tenderers wishing to visit any land or property associated with the contract must submit a request via the e-sourcing portal (Bravo).
- 1.3.2 Liability for any damage or disturbance caused to such land or property rests with the Tenderer.

1.4 Form of Contract

- 1.4.1 The agreement for the project is based on the NEC3 framework contract and the NEC3 professional services short contract April 2013 with additional conditions of contract listed in the Contract Data. Highways England is bound by the Public Contract Regulations 2015 and will not enter into any post tender negotiations on the conditions of contract. Any tenderer who is unwilling to accept the terms of the contract will be disqualified from the process.

2 SUBMISSION OF TENDERS

2.1 General

- 2.1.1 All tenders must be written in English and priced in Pounds Sterling.
- 2.1.2 Tenders must be submitted via Bravo and in accordance with these instructions and any tender amendments. The Tenderer must sign the Form of Tender and offers must remain open for acceptance for 90 calendar days from the tender return date.
- 2.1.3 Documents are to be returned in Microsoft Office 2010 or PDF compatible format. When uploading tender submissions into Highways England's e-Sourcing portal. No file is to be larger than 20MB.
- 2.1.4 Tenderers must return all information set out in Annex A.

3 TENDER ASSESSMENT PROCEDURE

3.1 Method

- 3.1.1 Highways England assessment of tenders will be carried out in two stages. In the first stage there will be a check for tender compliance to assess if the tenderer has a valid TST registration and the required documentation has been submitted.
- 3.1.2 In the second stage the Assessment Panel ("the Panel") will assess the proposals and take account of the assessment criteria set out in Annex D and the financial aspect of the tenders.
- 3.1.3 The Panel will not have access to the financial information until after it has completed the assessment of the tenderers proposals (please refer to Annex C).
- 3.1.4 During the evaluation period, Highways England reserves the right to seek clarification from any or all of the tenderers solely to assist it in its consideration of their tender but shall be under no obligation to do so.
- 3.1.5 A tender that:
- (a) is not submitted in accordance with these Instructions and the tender documents including any tender amendments,
 - (b) is qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal
 - (c) includes unauthorised alterations or additions made to any component of the tender documents,
- may result in the tender being rejected. Highways England's decision will be final.
- 3.1.6 Highways England will select the most economically advantageous tenders based on a price quality ratio of 60:40.

3.2 Quality Evaluation

- 3.2.1 The Panel will determine a quality score for each compliant tender based on their proposals for Providing the Service. Please refer to Annex C.
- 3.2.2 Each tenderer will be awarded a score, up to a maximum, of 40%. Each tenderer can be awarded the maximum score of 40%. Tenderers that do not achieve a quality score of 20% or more may not be considered for selection. Annex D gives further detail about how scores will be allocated

3.3 Financial Evaluation

- 3.3.1 The Panel will determine a price score for each compliant tender on the following basis:
- (a) the total of the Prices in the Price List
- 3.3.2 The Tenderer with the lowest offered total of the Prices will be awarded the maximum score of 60%.
- 3.3.3 The score of other tenderers will be awarded on a pro-rata basis in the ratio of the lowest total divided by the actual total. For example, if the lowest offer was £5,000 and your tendered total was £7,500 you would be awarded a score of 40% ($\text{£}5,000/\text{£}7,500 \times 0.6$). Scores will be allocated to two decimal places. Table 1 below gives further examples.

Table 1 example price scoring

TENDERER	TENDERED TOTAL OF THE PRICES	PRICE SCORE
A	£8,974.00	33.43%
B	£6,874.00	43.64%
C	£5,149.00	58.26%
D	£10,287.00	29.16%
E	£6,874.00	43.64%
F	£5,000.00	60.00%

4 TENDER AWARD

- 4.1.1 Highways England will consider awarding a place on the framework to those suppliers with the highest combined price and quality scores.
- 4.1.2 The total maximum available score is 100%.
- 4.1.3 The number of suppliers awarded with a place on the framework will be determined by the number of tenderers received and the scores allocated. It is anticipated that the maximum number of suppliers awarded a place on the framework will be no more than six.
- 4.1.4 The suppliers awarded a place on the framework will be ranked according to their combined price and quality score. This ranking will determine their eligibility for selection for Package Orders in accordance with Volume 3.
- 4.1.5 Table 2 below gives an example of how individual price and quality scores would affect which tenderers are considered for selection.
- 4.1.6 Highways England will inform the successful and unsuccessful tenderers of its decision including feedback on their tender. The contract award will be subject to a 'standstill' period of not less than 10 days in accordance with the provisions of the Public Contract Regulations 2015.

Table 2 - example scores and how they would determine ranking

The example shows how the bidders would be ranked according to their combined Price & Quality Scores and assumes six tenderers (highlighted in green) would be accepted

TENDERER	QUALITY SCORE (x)	PRICE SCORE (y)	OVERALL SCORE (x+y)	RANKING
A	24%	33.43%	57.43%	8
B	40%	43.64%	83.64%	3
C	28%	58.26%	86.26%	2
D	40%	29.16%	69.16%	6
E	20%	43.64%	63.64%	7
F	36%	60.00%	96.00%	1
G	12%	38.01%	50.01%	11
H	26%	57.06%	83.06%	4
I	22%	30.44%	52.44%	10
J	32%	40.00%	72.00%	5
K	38%	15.87%	53.87%	9
L	28%	19.68%	47.68%	12

ANNEX A - TENDER DOCUMENTS

1 List of Documents included with Invitation to Tender

1.1 The following documents are provided to tenderers:

<i>Document Title</i>	
Volume 1	Instructions for Tenderers
Volume 2	Contract Data including the <i>Consultant's Offer</i>
Volume 3	Framework Information
Volume 4	Service Scope
Volume 5	Price List

2 List of Documents to be returned with the Tender.

2.2 Tenderers are to note that all documents below must be completed and returned for their submission to be assessed as compliant. Failure to do so may result in the tender being rejected.

<i>Documents to completed and returned by the tenderer – "Volume 6"</i>
Signed and dated Form of Tender – Annex G
Proposals for Providing the Services - Please refer to Annex C
Completed and signed <i>Consultant's Offer</i> – Please refer to page 16 pf Volume 2
A completed priced Price List – (Volume 5) See guidance notes below
Any request for non-disclosure relating to Freedom of Information requests
Summary of Insurance policies required for the contract or statement to confirm that the required Insurances will be provided

3 Price List Guidance

3.3 Tenderers are to provide a priced Price List and should do so in accordance with section 3.5 of Volume 4.

3.4 Tenderers must price:

- (b) all items and rates on the likely costs to be incurred,
- (c) all items and rates in the Price List,
- (d) all items and rates to two decimal places and
- (e) all items and rates separately.

- 3.5 Tenderers are not permitted to:
- (f) Price any item as £0.00 (zero) or use terms such as included.
 - (g) cross subsidise any item or rate within any other item or activity in the Price List,
 - (h) make any assumptions regarding the use or relevance of any item or rate in the Price List or
 - (i) Add or amend any item in the Price List.
- 3.6 Tenderers who price on any other basis and/or make any such assumptions will be rejected.

ANNEX B - INDICATIVE TENDER PERIOD TIMETABLE

- 1.1 The table below gives an indication on the timescales associated with this tender
- 1.2 All timescales are subject to change.

Item	Activity	Date
1	Commence registration and request to participate process	11 th Oct 2018
2	Deadline for registrations and requests to participate to be submitted	16 th Nov 2018
3	Invitations to tender circulated	3 rd Dec 2018
4	Tender presentation	TBC
5	Deadline for tender queries	28 th Dec 2018
6	Deadline for submission of tenders	7 th Jan 2019
7	Tender assessment period	8 th Jan-11 th Feb 2019
8	Notifications of intention to award and feedback to tenderers	12 th Feb 2019
9	Standstill period	12 th -21 st Feb 2019
10	Contract award & mobilisation commencement	22 nd February 2019
11	Contract starting date	1st April 2019

ANNEX C - PROPOSALS FOR PROVIDING THE SERVICES**1 General**

- 1.1 Tenderers are required to submit proposals to demonstrate how the Tenderer will Provide the Services and provide confidence to Highways England that they are competent and capable of undertaking Package Orders and managing the associated risks.
- 1.2 Tenderers are asked to review the theoretical scenario detailed in Annex E and create Proposals for Providing the Service.
- 1.3 You should consider the information contained in Annex E and develop your proposals which show how you would Provide the Service and manage the risks involved in the theoretical Package Order.
- 1.4 Your response must satisfy the criteria outline in Annex E in order for your Tender to be deemed acceptable and allocated a score in accordance with section 3.
- 1.5 The Proposals are to include:
- a summary method statement detailing how you would propose to undertake the Package Order and comply with the requirements of the framework (max 1000 words)
 - a programme that is in the format outlined in 4.1.6 of the Service Scope,
 - a risk register (please see guidance in 1.7 below),
 - a Health and Safety submission which must include a full response to the requirements set out in Table C1 below.
- 1.6 The Risk Register can be in the format of the tenderers choosing, however you may wish to use the one included as Annex G. The submitted Risk Register should identify the key hazards and health and safety risks relevant to the theoretical Package Order and proposed mitigations and measures to manage identified risks. The Risk Register shall also cover any of the wider risks the tenderer identifies as being associated with the theoretical Package Order e.g. inclement weather.
- 1.7 .
- 1.8 Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. Text must be presented in "Arial" font and be no smaller than 11 point, single-spaced with the margins set at 2.5cm. Text used for drawings, diagrams and flow charts must be no smaller than 8 point. The page limit and font size relate to the entire proposal including, title pages, drawings, diagrams, flow charts and annexes. Pages must be numbered. Page numbers and other header or footer information may be included in the margin space.
- 1.9 The Proposal must not exceed the page limit set out above and in Table C1. If the submitted Proposal or any part of it exceeds the page limits Highways England may reject the tender. If it is not rejected, the content of the pages after the limit is reached will be disregarded and will not be considered in the tender assessment procedure and Highways England may seek for the

additional text (or part thereof) not to form part of any final contract. If the Tenderer does not agree, then the tender will be rejected.

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DO NOT COMPLETE AT THIS STAGE

Table C1 - Health and Safety Specific Requirements

The Health & Safety Submission shall consist of the following:

Evidence:

- Three examples detailed in the space provided below of undertaking works/services of similar nature in a high-risk environment such as on or near to high speed/truck road network or rail line a brief summary of work carried out evidence of contribution towards ensuring high levels of health & safety were achieved.

At least example should include details of when you were appointed as a CDM duty holder role of principle contractor (The Construction (Design and Management) Regulations 2015)

Details of resources:

- Details of key persons and their relevant qualifications and experience responsible for managing the services from a health & safety perspective including those responsible for on-site supervision. This can be in the form of a CV for each individual.
- Details of any subcontractors you would employ for the theoretical Package Order, including the individual's relevant qualifications and experience.

If you are unable to provide three examples or you have limited previous experience of working and managing health & safety in a high risk environment or of undertaking the CDM role of Principle Contractor, please provide a statement in the space provided to explain how you would manage health & safety during Package Orders and comply with the requirements of CDM

Tenderers attention is drawn to Annex 1 of Volume 3 (Framework Information) which sets out the specific requirements and obligations on suppliers appointed to the Framework in relation to Health & Safety.

Example 1

Project Name	
Client	
Value	
Role	
Did you undertake the CDM duty holder role of Principle Contractor?	
Evidence	(Max 500 words)

Example 2

Project Name	
Client	
Value	
Role	
Did you undertake the CDM duty holder role of Principle Contractor?	

Evidence	(Max 500 words)
<u>Example 3</u>	
Project Name	
Client	
Value	
Role	
Did you undertake the CDM duty holder role of Principle Contractor?	
Evidence	(Max 500 words)
<u>Mitigation statement if unable to provide three examples</u>	
(max 1000 words)	

ANNEX D - ASSESSMENT OF THE PROPOSALS FOR PROVIDING THE SERVICES**1 Marking of the Proposals for Providing the Service**

- 1.1 The Panel will review the tenderer's Proposals for Providing the Service and consider if they demonstrate an understanding of the framework requirements, deal with the management and technical risks and give confidence in the ability to undertake Package Orders.
- 1.2 The Panel will use the criteria detailed in Table D1 below and allocate a mark against each criteria by applying the methodology detailed in Table D2.
- 1.3 The total marks will be translated into an equivalent percentage that will be used as the Quality Score as shown in the examples in Table D3.

Table D1 Assessment criteria and marks			
Ref	Assessment Criteria	Maximum Available Mark	Weighting
AC1	Does the summary method statement demonstrate the tenderer has could undertake the theoretical package order? Does the summary method statement include appropriate allowances for identified risks?	10	1
AC2	Is the programme in accordance with the requirements of Section 4 of Volume 4 (Service Scope)? Does the programme include appropriate allowances for identified risks?	10	1
AC3	In respect of the submitted Risk Register; Has the tenderer identified and assessed the expected risks associated with the theoretical Package Order and produced appropriate mitigating actions?	10	1
AC4	Does the Health and Safety submission align with Table C1 and does the evidence provided give confidence in the tenderers ability to manage health and safety during Package Orders? Where there are shortfalls in previous experience, does the explanation provided give confidence that the risks will be adequately managed by the tenderer during Package Orders? Are the proposed resources (including key persons) deemed adequate for the successful delivery of the theoretical Package Order?	10	1

Table D2 Scoring Methodology		
Confidence rating	Definition	Allocated Mark
Very limited	The proposals fail to demonstrate an understanding of the framework requirements. They fail to address the main management and technical risks which gives a very limited level of confidence about the tenderers ability to undertake Package Orders.	2
Limited	The proposals demonstrate a limited understanding of the framework requirements. They only cover some of the main management and technical risks which gives a limited level of confidence about the tenderers ability to undertake Package Orders.	4
Acceptable	The proposals demonstrate an acceptable understanding of the framework requirements. They address the main management and technical risks and provide an acceptable level of confidence about the tenderers ability to undertake Package Orders.	6
Good	The proposals demonstrate a good understanding of the framework requirements. They have included specific initiatives directly relevant to the management and technical risks and provide a good level confidence in the tenderers ability to undertake Package Orders	8
High	The proposals demonstrate a high degree of understanding of the framework requirements. The proposals have been tailored specifically to suit the framework objectives. They include innovative approaches and deal comprehensively with all of the management and technical risks. The proposals give a high level of confidence in the tenderers ability to undertake Package Orders.	10

Table D3 example scores						
TENDERER	Assessment Criteria Ref & allocated scores				TOTAL SCORE (AC1+AC2+AC3+AC4)	QUALITY SCORE
	AC1	AC2	AC3	AC4		
A	6	6	6	6	24	24%
B	10	10	10	10	40	40%
C	8	6	6	8	28	28%
D	10	10	10	10	40	40%
E	6	4	4	6	20	20%
F	10	8	10	8	36	36%

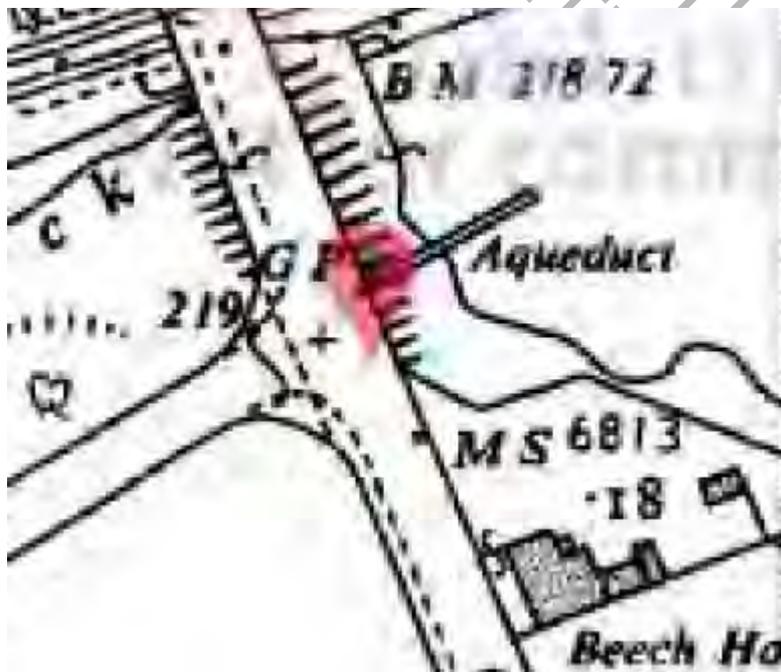
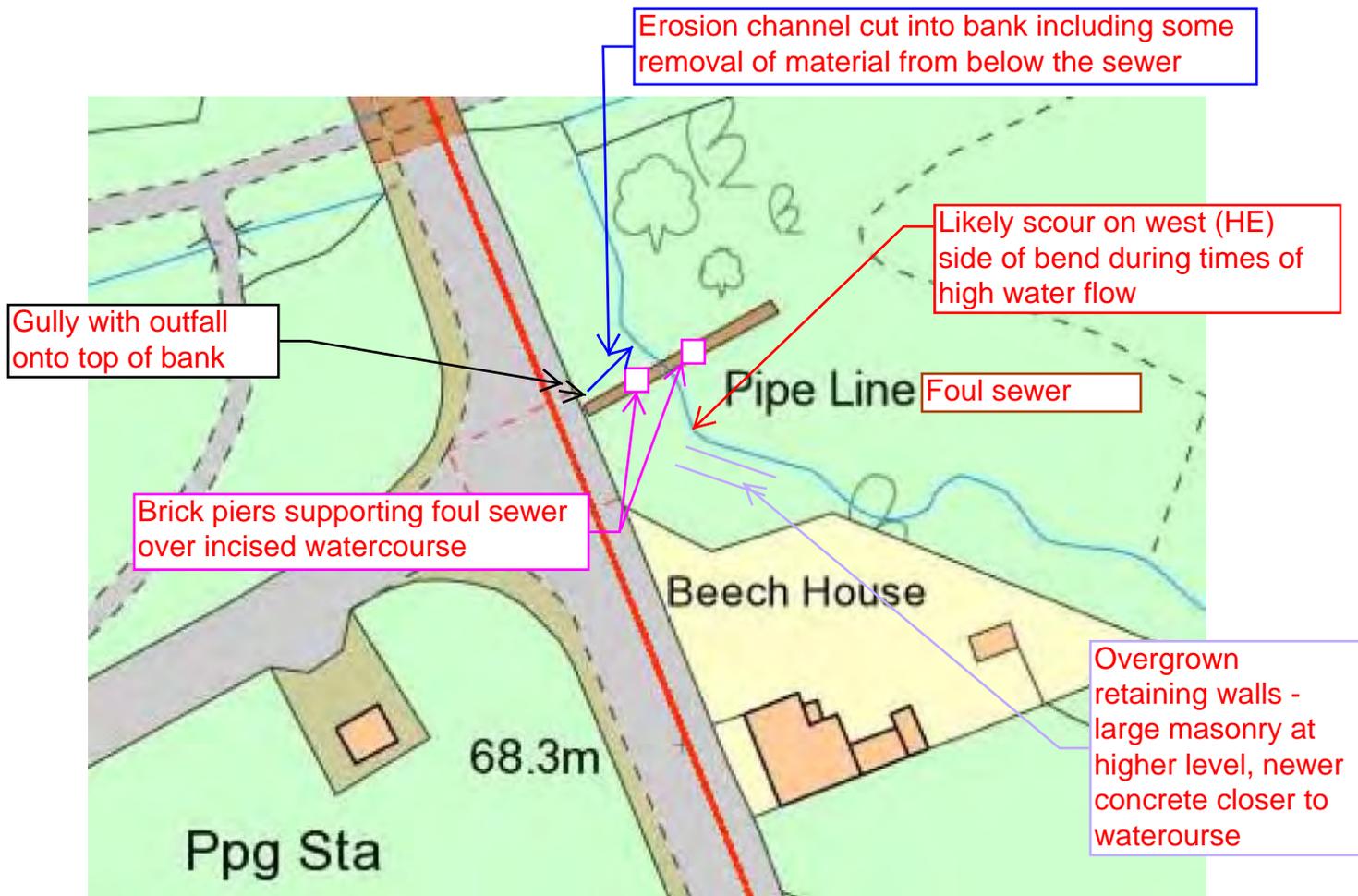
ANNEX E – THEORETICAL SCENARIO

1 General

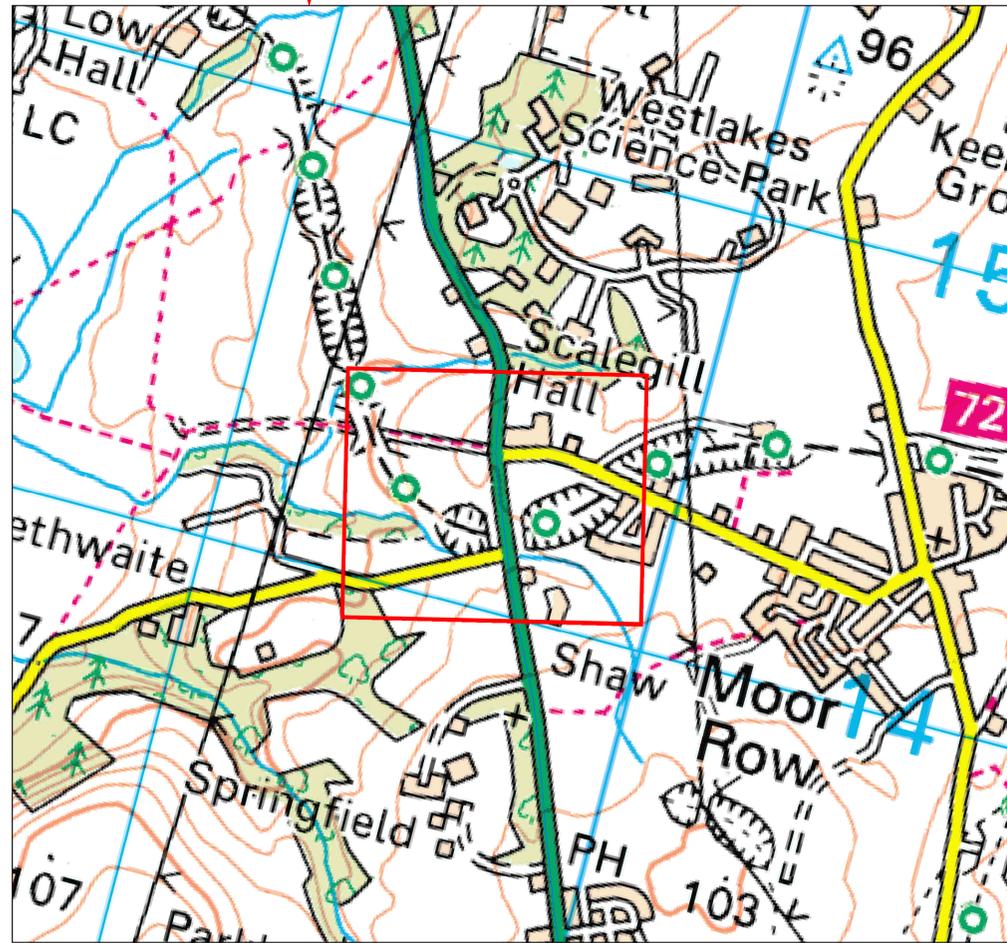
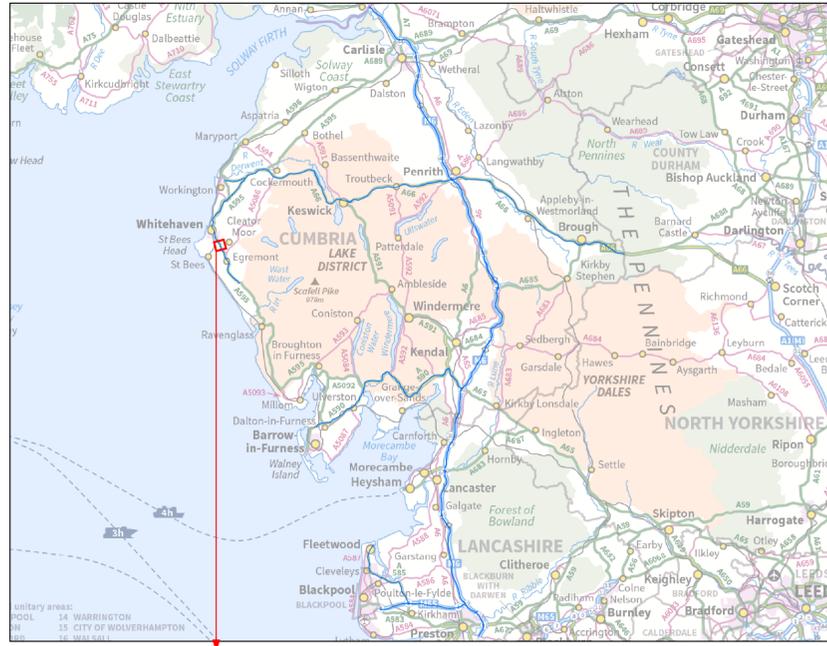
- 1.1 Tenderers are asked to review the theoretical Package Order, Framework Information and Service Scope, and then create their Proposals (in accordance with Annex C) as to how they would Provide the Service.
- 1.2 **Participants should note that this theoretical scenario is an example only. You are not required to provide a price for the Package Order and the requirements of actual Package Orders could differ.**

Theoretical Package Order	
Package Order Name	A595 Needless Bridge Embankment stability Topographical survey
Site Specific Service Scope	<p>The Contractor is to Provide Topographical Survey to identify Embankment issues and help determine the required maintenance treatment, to ensure the stability of the A595 trunk road which runs across the top of the embankment.</p> <ul style="list-style-type: none"> Standard carriageway road surface Topographical survey and Embankment survey consisting of two survey files; <ol style="list-style-type: none"> 1) Full carriageway survey at sufficient grid density to highlight pavement profile (grid density – 1m²). 2) Full embankment topographical survey to highlight topography of land and identify issues (grid density – 1m²) Works to be carried out under traffic signal control as located on single carriageway section of trunk road. Please refer to the drawings as listed below for further details <ul style="list-style-type: none"> - 0217.A595.Geo A595 Needless Bridge Topo Survey - Needless sketch 001
Site Information	<ul style="list-style-type: none"> As a result of UU water leak under the pavement of the A595 causing significant scour to a steep embankment which supports the trunk road we need to undertake a Topographical survey of the embankment in particular but also the road at this location. The Needless Sketch 001 plan highlights the area which shows the features of the southeast approach slope to Needless Bridge, but without the services shown. The slope forms the western side of a steeply incised watercourse valley and has been subject to recent deterioration due to a clean water supply pipe leak below the carriageway. The slope is well vegetated, including trees of varying ages, many with particularly bent trunks indicating down slope movement. The slope is clearly showing signs of surface instability, with small scale slips and scars. A number of areas of water seepage were visible towards the base of the slope. Simple measurements on site indicated the slope angle to be about 45 degrees, with locally

	<p>steeper areas.</p> <ul style="list-style-type: none"> • Sand and gravel with some clay binder was apparent in the slope although it was not obvious whether this was natural or reworked material. Upstream of the slope directly supporting the road there are two retaining walls supporting the garden to the adjacent property. Both are overgrown, the upper one is built of large sandstone blocks and is of some age, the lower one is concrete and seems to be more recent. The old metal fence at the head of the slope is leaning towards the slope, and has dropped in some places. The concrete panel fence on the road side of the metal fence has also areas of lean, there are gaps between the fence and the footpath and there are areas of 'hollow sounding' footpath away from the area broken out for the UU repair. • The survey should extend from the bridge upstream to include the bend in the watercourse shown on the sketch as toe erosion. • The site is located at A595 South of Whitehaven near to St Bees Junction, access can be difficult from roadside but St bees junction has an access footway which joins C2C route where access to bottom of slope is readily available. • Total length is single carriageway both directions including embankment approx. 200m. • There are a number of bridges and a water main present within the site. Please refer to the drawing for further details.
Starting date	1 st December 2018
Completion Date	31 st December 2018
Drawings	<ul style="list-style-type: none"> - Needless sketch 001 - 0217.A595.Geo A595 Needless Bridge Topo Survey



LET MATRONS ONLY - THIS STAGE



NOT FOR INFORMATION AT THIS STAGE

TITLE: A595 Needless Bridge Topo Survey
ASSET : Geotechnical
DRAWING NO. 0217/A595/Geo

North Western Point	299583, 514340
North Eastern Point	299619, 514351
South Western Point	299665, 514126
South Eastern Point	299697, 514143
Area (m2)	6,984

- Legend**
- ◆ Marker Posts
 - Site Extents
 - Network

COMMENTS :
 A UU water leak has led to the failure of an unstable embankment, which is known to have a steep gradient. The gradient is to the East elevation of the Southbound carriageway. Access is difficult from the immediate roadside, however St Bees junction has an access footway which joins the C2C route and allows for access to bottom of slope whenever required.

DRAWN BY : Jamie Snaith
 CHECKED BY : James Duke
 DATE : 15.06.2018
 CUMBRIA AND NORTH LANCASHIRE



ANNEX F - HIGHWAYS ENGLAND FAIR PAYMENT CHARTER AND ANTI BRIBERY & ANTI FRAUD CODES OF CONDUCT

Highways England, working with its suppliers in good faith and in a spirit of mutual trust and respect, is committed to meeting the principles of fair payment, meeting the principles of anti-bribery (as enacted in the Bribery Act 2010 and Ministry of Justice guidance) and working fairly, honestly and with integrity and transparency

As a supplier to Highways England you are therefore expected to strive to meet the commitments set out in Highways England's Fair Payment Charter and Anti Bribery & Anti Fraud Codes of Conduct which can be found here:

<https://highways.bravosolution.co.uk/esop/ect/FList.do?cald=4581515&folderId=5405776&reset=true& ncp=1522247646339.937-2>

Note: Tenderers are not required to return signed copies.

ANNEX G – EXAMPLE RISK REGISTER – PLEASE REFER TO SEPARATE EXCEL DOCUMENT

FOR INFORMATION ONLY -
DO NOT COMPLETE AT THIS STAGE

Risk Identification, Evaluation & Control Tool Guidance Notes

This tool is to aid Project Managers to **identify**, **evaluate** and **control** risks associated with their Projects

The most important thing to remember in using this tool is that **YOU** as the Project Manager:

Identify the potential Risks associated with your project

Evaluate the probability of the Risks occurring and their potential impact

Control and help manage the Risks by identifying mitigations

To calculate a Score & RAG (Red, Amber, Green) rating for each of the Risks click on the 'REIC tool' tab and provide detail any identified risks, you will then be required to indicate the following:

- A. How probable it is that the Risk will occur by giving it a rating of 2, 4, 6, 8 or 10 where 2 means that the chance of the risk occurring is very low and 10 means that you consider the chances of the risk occurring are very high
- B. Estimate the impact (eg on safety, time, financial) should the Risk occur and give it a rating of 2, 4, 6, 8 or 10 (where 2 is a low impact and 10 would be a very high impact)

The tool will then calculate the Risk score by multiplying the probability score by the financial impact score e.g. $2 \times 4 = 8$.

The resulting score will then be given a RAG rating in accordance with the matrix below e.g. a score of 40 would be given a 'Amber' rating. Project Managers should focus their attention on controlling 'Red' risks as a priority.

The Project will then be given an overall Risk Score and RAG rating which is the average of all of the individual Risk scores.

Scored Risk Matrix Calculated Risk Score & RAG Rating (=P x I)						
Probability of occurrence (P)	Very High 10	20	40	60	80	100
	High 8	16	32	48	64	80
	Medium 6	12	24	36	48	60
	Low 4	8	16	24	32	40
	Very Low 2	4	8	12	16	20
		Very Low 2	Low 4	Medium 6	High 8	Very High 10
		Impact (I)				

Risk Identification, Evaluation & Control

Project Title	New Bridge, Anytown
Project Manager	Joe Bloggs
Date updated	
Version Control	1
Overall Risk Score and RAG Rating	#DIV/0!

Identification			Evaluation			Control	
Area of Risk	Risk	Impact	Probability of occurrence	Impact	Risk Score and RAG Rating	Mitigations	Notes
Please Select			Please select	Please select			
Please Select			Please select	Please select			
Please Select			Please select	Please select			
Please Select			Please select	Please select			
Please Select			Please select	Please select			
Please Select			Please select	Please select			
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NOT FOR COMPLETION - THIS IS ONLY STAGE

ANNEX H – FORM OF TENDER

FOR INFORMATION ONLY -
DO NOT COMPLETE AT THIS STAGE



Highways England

Technical Surveys and Testing Geodetic Surveying Framework

Form of Tender

FORM OF TENDER

To: HIGHWAYS ENGLAND COMPANY LIMITED a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, England, GU1 4LZ ("the *Employer*")

at: Daniel Taylor, Highways England, Great North House, 20 Allington Way, Darlington, DL1 4QB

This tender relates to the provision of services in relation to Geodetic Surveying Framework

Having examined

- the conditions of contract, being the NEC3 framework and professional services short contract (April 2013) and any Z Clauses,
- the Contract Data,
- the Framework Information
- the Scope,

and all published tender amendments and clarifications, we offer to Provide the Services for a sum to be determined in accordance with the conditions of contract.

The following completed documents forming part of our offer are also returned with this tender:

- Proposals for providing the services
- Completed Consultant's Offer
- a priced Price list
- a summary of relevant insurance policies and certificates where appropriate and confirm that we have, or will have, the correct level of insurance(s) and that we agree to present all such certificates and documentation as required by Highways England prior to contract award, in the event that our tender is successful.
- any request made for non-disclosure under the Freedom of Information Act 2000.

We confirm that we have fully completed and returned, or uploaded onto Bravo, all the above listed documents, including all necessary attachments.

We understand that you are not bound to accept the lowest or any tender received, nor are Highways England liable for any tender costs we have incurred should you choose not to award a tender or the process is cancelled for whatever reason.

We agree that you may disclose any information and documents submitted by us during this procurement more widely within Government for the purpose of ensuring effective cross - Government procurement processes, including value for money and related purposes.

We agree that you may disclose any information and documents submitted by us during this procurement more widely within Government for the purpose of ensuring effective cross - Government procurement processes, including value for money and related purposes.

We agree that we will meet with the commitments set out in Highways England's Anti Bribery and Anti Fraud Codes of Conduct and strive to meet the commitments set out in Highways England Fair Payment Charter.

We can confirm that we will take responsibility for dealing with insurance claims or parts of such claims within our insured excess amounts

We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:-

- (1) before the award of any contract for the services:
 - (a) communicate to any person other than the *Employer* the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
 - (b) enter into any agreement or arrangement with any person that they shall refrain from tendering or as to the amount of any tender to be submitted;
- (2) Pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the *service*, any act or thing of the sort described at (1)(a) or (1)(b) above.

We also certify that the principles described in paragraph (1) and (2) above have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such subcontractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

In this certification, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions. The word "person" includes any persons and anybody or association, corporate or un-incorporate; "any agreement or

arrangement" includes any transaction, formal or informal and whether legally binding or not; and "the services" means the services in relation to which this tender is made.

This offer is open for acceptance for a period of [210] calendar days after the tender return date. *[note to Compiler: ensure this corresponds to the lft]*

To help Government develop its procurement policy in respect of small businesses, the Department needs to gather information about the size of the organisations we invite to tender. Please tick one of the following boxes:

- Please tick here if your organisation has between 1 and 50 employees
- Please tick here if your organisation has between 51 and 249 employees
- Please tick here if your organisation has 250 or more employees

In addition:

- Please tick here if your organisation is a registered company

[Tenderer to include the text below (in red) if the tenderer is an unincorporated Joint Venture, otherwise delete.]

We are a consortium and we attach here a statement signed by all members of our consortium confirming the legal form of the entity which will enter into a formal Agreement with you, if this offer is accepted. Where our consortium intends to contract as an unincorporated joint venture, we also confirm that (if selected) each of the consortium members will accept joint and several liability for all of the Consultant's obligations under the contract.

Dated this.....day of 20

Signature.....In capacity of

(e.g. Director, Secretary, etc.)

Name
(in capitals)

Duly authorised to sign tenders for and on behalf of:

.....

Registered address..... Tel no

..... Fax no

..... E-mail

Highways England

National Asset Delivery

Technical Surveys and Testing Framework Contract for Geodetic Surveying Investigation

Volume 2 Contract Documents (Professional Services Short Contract)

The Data which will apply to all services provided under the Geodetic Surveying Investigation Framework is

- The *conditions of this contract* are the clauses of the NEC3 Framework Contract April 2013 with amendments and additional Options Z listed below
- The *Employer* is
 Highways England Company Limited (company no 09346363) Bridge House
 1 Walnut Tree Close
 Guildford
 Surrey
 GU1 4LZ
- The Framework Information is in Volume 3 - Framework Information
- The *scope* is in Volume 3 – Framework Information
- The *selection procedure* is in Volume 3 – Framework Information
- The *quotation procedure* is in Volume 3 – Framework Information
- The *end date* is 31st March 2023

Option Z

The additional conditions of contract are:

Z1 Contract Amendments

10 Actions

10.2

Insert as clause 10.2:

“The *Employer* is not obliged to issue any Package Orders to the *Supplier* under this contract and may use alternative suppliers of the services to be provided under it”

11 Identified and Defined Terms

11.2(5)

Delete entire clause

The following additional definitions apply to the framework contract

11.2(5)

The Data Protection Acts are the Data Protection Act 1998 and any other laws or regulations relating to privacy or personal data.

11.2(7)

Intellectual Property Rights or IPRs are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other

intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.

11.2(8) TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

11.2(9) TUPE Information is information regarding the staff (employed by the *Supplier* or one of its subcontractors who provide the services under Package Orders) including identity, number, age, sex, length of service, job title, grade and terms and conditions of employment, details of any disciplinary procedure taken against a member of staff, detail of any grievance procedure taken by a member of staff, together with any other matters affecting each of those staff including but not limited to the information which a transferor is obliged to notify to a transferee pursuant to regulation 11(2) of TUPE.

11.2(10) Incoming Contractor is any contractor appointed by the *Employer* to provide works or services under any contract or part of them (or similar services or part of them) in place of the *Supplier*

11.2(11) Prospective Tenderer is any person or corporate body who applies to be included on a tender list to become an Incoming Contractor.

21 Time Charge Order	21	Delete entire clause
22 Quotation	22.1	Delete "within one week of receiving the quotation" and replace with "in accordance with the timescale detailed in the invitation to submit a quotation"
	22.2	Delete "within one week of receiving the <i>Employer's</i> reply" and replace with "in accordance with the timescale detailed in the <i>Employer's</i> reply"
30 Completion	30.1	In the first bullet delete "Time Charge Order or" In the second bullet delete "time charge work and"
Z2 Corrupt practices	Z2.1	The Supplier does not <ul style="list-style-type: none"> • offer or give to any person in the service of the <i>Employer</i> any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of the framework contract, any Package Order or any other contract with the <i>Employer</i> or for showing favour or disfavour to any person in relation to the framework contract, any Package Order or any other contract with the <i>Employer</i> or • enter into the framework contract, any Package Order or any other contract with the <i>Employer</i> if, in connection with such contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

- Z2.2 If the Supplier breaches clause Z2.1, the Employer may
- terminate the framework contract with immediate effect and
 - treat such breach as a substantial failure by the Supplier to comply with his obligations under any Package Contract.
- Z3.1 Assignment** Z3.1 The *Supplier* does not assign, transfer or charge the benefit of any Package Order or any part of it or any benefit or interest under it without the prior agreement of the *Employer*.
- Z3.2 If requested by the Employer, the Supplier executes a novation agreement transferring the benefit and burden of the framework contract or any Package Contract to
- a Department or Office of Her Majesty's Government,
 - a local authority,
 - an organisation established to take over the Employer's functions or part of them or
 - another public body or organisation exercising similar functions.
- The novation agreement is in the form set out in the Framework Information or such other form as the *Employer* may reasonably require.
- Z4 Discrimination** Z4.1 The Supplier indemnifies the Employer against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Employer arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the Supplier.
- Z5 Confidentiality and disclosure of information** Z5.1 The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person
- the terms of the framework contract or any Package Order and
 - any confidential or proprietary information (including Personal Data) provided to or acquired by the *Supplier* in the course of performing its obligations under the framework contract or any Package Order
- except that the *Supplier* may disclose information
- to its legal or other professional advisers,
 - to anyone employed by it or acting on its behalf as needed to enable the *Supplier* to perform its obligations,
 - where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental

agency, provided that prior to disclosure the Supplier consults the *Employer* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed,

- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
- with the consent of the *Employer*.

Z5.2 The *Supplier* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to perform its obligations under the framework contract or any Package Order.

Z5.3 The *Supplier* acknowledges that the *Employer* is obliged to publish information relating to the framework contract and all Package Orders in accordance with Procurement Policy Note 01/17 entitled "The Transparency of Suppliers and Government to the Public" dated 16 February 2017 (or any later revision) (the "PPN"), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Employer* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Employer* has the final decision.

Z5.4 The *Supplier*

- co-operates with and assists the *Employer* to comply with its obligation under clause Z5.3,
- agrees with the *Employer* a schedule for the release to the public of information relating to the framework contract and all Package Orders in accordance with the terms of the PPN,
- provides information to assist the *Employer* in responding to queries from the public as required by the PPN and
- supplies the *Employer* with financial data relating to the framework contract and all Package Orders in the form and at the times specified in the PPN.

Z6 TUPE

Z6.1 The *Supplier* complies with and ensures that any subcontractor complies with its obligations under TUPE

Z6.2 The *Supplier* provides and ensures that any Subcontractor provides the TUPE Information to the *Employer* or to any Prospective Tenderer or Incoming Contractor within the period for reply after the *Employer's* request to do so and in any event at least twelve months before the end date. The *Supplier* warrants that the TUPE Information is complete and accurate

as at the date it is disclosed.

Z6.3 The *Employer* may disclose any of the TUPE Information to any Prospective Tenderer or Incoming Contractor and ensures that prior to such disclosure the Prospective Tenderer or the Incoming Contractor undertakes not to disclose (unless required by law to do so) the TUPE Information to any other person other than a person

- who is a servant, agent or legal adviser of the Prospective Tenderer or Incoming Contractor and
- who has undertaken not to disclose that information unless required by law to do so.

Z6.4 After the TUPE Information has been provided, the *Supplier*

- informs the *Employer* of any change to any part of the TUPE Information and
- co-operates with any reasonable request made by the *Employer* or any Prospective Tenderer or Incoming Contractor concerning the TUPE Information within 7 days of a change or receipt of a request.

Z6.5 So far as reasonably practicable, the *Supplier* does not and ensures that any subcontractor does not make or promise to make any changes affecting the TUPE Information which would increase the employment costs of the staff in the six months before or at any time after the end date without the prior consent of the *Employer* (such consent not to be unreasonably withheld) unless such change is required by law. The *Supplier* supplies to the *Employer* full particulars of any proposed changes and the *Employer* responds within a reasonable time.

Z6.6 The *Supplier* does not and ensures that any Subcontractor does not increase the number of staff nor dismiss or transfer to duties unconnected with the works or services under any Package Order more than five per cent of the staff in the twelve months before the *end date* without the prior consent of the *Employer* (such consent not to be unreasonably withheld).

Z6.7 Before the *end date*, the *Supplier* informs and consults with the appropriate representatives as required under regulation 13 of TUPE. The *Employer* requests the Incoming Contractor to provide to the *Supplier* the information required under regulation 13 of TUPE.

Z6.8 The *Supplier* indemnifies and keeps indemnified the *Employer* and any Incoming Contractor in respect of any claims, costs (including Employment Costs), expenses, payments and liabilities arising from

- any claim by any of the Staff or by a third party or trade union or body representing any of the Staff in relation to any act or omission which allegedly occurred before the

end date,

- any failure by the *Supplier* or any Subcontractor to comply with its obligations under regulations 11 and 13 of TUPE and
- any claim by any employee or former employee of the *Supplier* or any Subcontractor who is not identified in the TUPE Information that his employment or any liability in respect of his employment or its termination has or should have transferred to the Incoming Contractor or the *Employer* pursuant to TUPE.

Z7 Intellectual Property Rights

Z7.1

All Intellectual Property Rights in material created by or on behalf of the *Employer* in connection with the framework contract or any Package Order are the property of the *Employer*.

Z7.2

The *Supplier* has the right to use materials provided by the *Employer* only for the purpose of performing its obligations under the framework contract or any Package Order. The *Supplier* may make this right available to subcontractors. On the *end date* the *Supplier* returns to the *Employer* all materials provided by the *Employer*.

Z7.3

The *Supplier* assigns to the *Employer* all present and future Intellectual Property Rights in all material created by the *Supplier* or any subcontractor in performing its obligations under the framework contract or any Package Order. The *Supplier* obtains from a subcontractor equivalent rights over the material prepared by the subcontractor

Z8 Termination

Z8.1

The *Employer* may terminate the framework contract with immediate effect if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Supplier* at the date of award of the framework contract.

Z8.2

The *Employer* may terminate the framework contract with immediate effect if

- the framework contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

Z8.3

The *Employer* may terminate the framework contract with immediate effect if the *Supplier* fails to

- comply (or to ensure that any person employed by him or

acting on his behalf complies) with the *Employer's* Anti Bribery Code of Conduct and Anti Fraud Code of Conduct,

- comply (or to ensure that any Subcontractor complies) with the *Employer's* policies relating to bullying and harassment,
- notify his employees and Subcontractors of their duties under the Official Secrets Act 1989,
- notify the *Employer* that a conflict of interest may exist or arise,
- process Personal Data in accordance with (or otherwise puts the *Employer* in breach of) the Data Protection Acts,
- comply with the requirements or instructions of the *Employer* in relation to personal data (including instructions relating to processing personal data outside the European Economic Area) or

DO NOT COMPLETE AT THIS STAGE - FOR INFORMATION ONLY

The Data that will apply to all Package Orders

Professional Services Short Contract

- The *Client* is Highways England Company Limited a company incorporated in and in accordance with the laws of England and Wales having as its registered number 09346363 of Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.
- The contact details for the Client that will apply to individual Package Orders will be notified to the Consultant during the Quotation Procedure
- The *services* are geodetic surveying
- The Scope is in the document entitled Volume 4 – Service Scope
- The *starting date* is stated in the individual Package Order
- The *completion date* is stated in the individual Package Order
- The *delay damages* for late Completion is the amount stated in the individual Package Order
- The *law of the contract* is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales.
- The *period for reply* is 1 week.
- The defects date is 26 weeks after Completion of the individual Package Order
- The *assessment day* is the last day of each month.
- The period for payment is three weeks.
- The interest rate for this contract is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.
- The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following Completion or earlier termination
Failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5,000,000 in respect of any one claim the number of claims being unlimited in any annual policy period and in the annual aggregate in respect of pollution and contamination, with an inner limit of £1,000,000 in the annual aggregate in respect of asbestos	from the <i>starting date</i> until 6 years following completion of the whole of the services or earlier termination
Death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss	£10,000,000 for any one occurrence without limit to the number of occurrences	from the <i>starting date</i> until all notified Defects

of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	(except for claims arising out of pollution, contamination and products liability, where the minimum amount of cover applies in the aggregate in any one annual period of insurance)	have been corrected or earlier termination
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	£10,000,000 for any one occurrence without limit to the number of occurrences	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

- The *Client* does not provide any insurance cover.
 - The *Consultant's* total liability to the *Client* for matters for which insurance is provided is
 - Failure to use the skill and care normally used by professionals providing services similar to the *services*: £5,000,000 in respect of any one claim but in the aggregate in each year of insurance in respect of claims arising out of pollution or contamination and £1,000,000 in the aggregate in each year of insurance in respect of claims arising out of asbestos.
 - Loss of or damage to property resulting from an action or failure to take action by the *Consultant*: £10,000,000 for any one occurrence but in the aggregate in each year of insurance in respect of claims arising out of pollution or contamination.
 - The *Consultant's* liability for death of or bodily injury to persons arising under or in connection with this contract is unlimited.
 - The *Consultant's* total liability to the *Client* for other matters is £10,000,000
- The adjudicator is the person chosen by the Parties from the list of adjudicators published by the Institution of Civil Engineers.
 - The adjudicator nominating body is the Institution of Civil Engineers.
 - The *tribunal* is arbitration.
 - The *arbitration procedure* is the Institution of Civil Engineers Arbitration Procedure (April 2012).
 - The place where arbitration is to be held is London.
 - The person who will choose the arbitrator
 - if the Parties cannot agree a choice or
 - if the arbitration procedure does not state who selects an arbitrator
 is the President for the time being of the Institution of Civil Engineers or his nominee.

The conditions of contract are the **NEC3 Professional Services Short Contract (April 2013)** and the following additional conditions:

Clause Z1 Conditions of Contract

Identified and defined terms

Insert the following definitions into clause 11.2:

“(8) Intellectual Property Rights are any current and future legal and equitable interests in patents, trade marks, design rights, copyright, know-how and other similar rights, whether or not registered or capable of registration.

(9) RIDDOR Incident is an incident occurring under any contract between

- the *Consultant* or a company associated with the *Consultant* and
- the *Client* or any other person

which results in death or serious injury to any worker or non-worker and for which the *Consultant* is responsible under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (or any replacement of it).”

[Delete text in red if clause Z5 is not used]

Assessing compensation events

At the end of clause 63.2 insert the following sentence:

“If the Parties agree, a compensation event is assessed using lump sums.”

Clause Z2 Corrupt practices

Z2.1 The *Consultant* does not

- offer or give to any person in the service of the *Client* any gift or consideration of any kind as an inducement or reward in relation to the obtaining or execution of this contract or any other contract with the *Client* or for showing favour or disfavour to any person in relation to this contract or any other contract with the *Client*, or
- enter into this contract or any other contract with the *Client* if, in connection with this contract or any such other contract, commission has been paid or an agreement for the payment of commission has been made by him or on his behalf or to his knowledge.

Z2.2 A failure to comply with this condition is treated as a substantial failure by the *Consultant* to comply with his obligations.

Clause Z3 Recovery of sums due from *Consultant*

Z3.1 Where under this contract, or any other contract between the *Consultant* and the *Client*, any sum of money is recoverable from or payable by the *Consultant*, such sum may be deducted from, or reduced by, the amount of any sum or sums then due or which at any time after may become due to the *Consultant* under this contract or any other contract with the *Client*.

Clause Z4 Discrimination, Bullying and Harassment

Z4.1 The *Consultant* indemnifies the *Client* against all costs, charges, expenses (including legal and administrative expenses) and payments made by the *Client* arising out of or in connection with any investigation or proceedings under the Discrimination Acts resulting from any act or omission of the *Consultant*.

Clause Z5 Subconsulting – RIDDOR

Z5.1 Before appointing a proposed subconsultant or allowing a subconsultant to appoint a proposed subsubconsultant, the *Consultant* submits to the *Client* for acceptance details of any RIDDOR Incident under any contract for which the proposed subconsultant or subsubconsultant is responsible and of any enforcement action brought against the proposed subconsultant or subsubconsultant.

Z5.2 The *Consultant* does not appoint the proposed subconsultant (or allow the subconsultant to appoint the proposed subsubconsultant) until the *Client* has accepted the submission. A reason for not accepting the submission is that the *Client* is not satisfied that the proposed subconsultant or subsubconsultant has put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur.

Z5.3 If requested by the *Client*, the *Consultant* provides further information to support, update or clarify a submission under clause Z5.1.

Z5.4 If, following the acceptance of a submission under clause Z5.2, it is found that the subconsultant or subsubconsultant has not put in place adequate measures to ensure that the RIDDOR Incident or enforcement action will not recur, the *Client* may instruct the *Consultant* to

- replace the subconsultant or
- require the subconsultant to replace the subsubconsultant.

Clause Z6 Value Added Tax (VAT) Recovery

Z6.1 Where under this contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

Clause Z7 Intellectual Property Rights

Z6.1 All Intellectual Property Rights in material created by or on behalf of the *Client* in connection with this contract are the property of the *Client*.

Z6.2 The *Consultant* assigns to the *Client* all present and future Intellectual Property Rights in all material created by the *Consultant* or any subconsultant in Providing the Services. The *Consultant* obtains from a subconsultant equivalent rights over the material prepared by the subconsultant.

Clause Z8 Removal of services

Z8.1 The *Client* may instruct the *Consultant* that for urgent reasons of health and safety, part or all of the *services* is to be temporarily removed from this contract. The *Consultant* acknowledges that the *Client* may himself provide or may appoint another supplier in place of the *Consultant* to provide work similar to the removed *services* (or part of them).

Z8.2 An instruction given under clause Z8.1 is assessed as a compensation event, except that if the instruction is given because of a substantial failure by the *Consultant* to comply with his obligations, the assessment includes a deduction of the forecast of the additional cost to the *Client* of completing the removed *services*.

Clause Z9 Termination – PCRs, Regulation 73

Z9.1 The *Client* may terminate the *Consultant's* obligation to Provide the Services if one of the mandatory or discretionary grounds for exclusion referred to in regulation 57 of the Public Contracts Regulations 2015 applied to the *Consultant* at the date of this contract. This is treated as a termination because of a substantial failure of the *Consultant* to comply with his obligations.

Z9.2 The *Client* may terminate the *Consultant's* obligation to Provide the Services if

- this contract has been subject to a substantial modification which would have required a new procurement procedure pursuant to regulation 72 of the Public Contracts Regulations 2015 or
- the Court of Justice of the European Union declares, in a procedure under Article 258 of the Treaty on the Functioning of the European Union, that a serious infringement of the obligations under the European Union Treaties and the Public Contracts Directive has occurred.

If the modification or infringement was due to a default by the *Consultant*, this is treated as a termination because of a substantial

failure of the *Consultant* to comply with his obligations.

Clause Z10 *Consultant's premises and Access and Storage to Client's Data*

Z10.1 In this contract

Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with this contract.

Offshore is a location outside the United Kingdom of Great Britain and Northern Ireland.

Z10.2 Any failure of the *Client* to gain approval for storing information Offshore or allowing access to information from an Offshore location in accordance with this contract

- is not a compensation event and
- does not relieve the *Consultant* from his obligation to Provide the Services.

Z10.3 Failure of *premises to pass the Risk Assessment*

- is not a compensation event and
- does not relieve the *Consultant* from his obligation to Provide the Services.

Z10.4 The *Consultant* pays the *Client's* costs associated with undertaking any Risk Assessment.

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The *Consultant's* Offer

The *Consultant* is

Name

Address

Telephone Fax

E-mail address

The name, job, qualifications and experience of the *Consultant's key people* are included in the *Consultant's* proposals for Providing the Service or as detailed in the information provided during the Quotation Procedure

The *staff rates* are (note to tenderer: please refer to Clause 63 for details of when these will be applied)

person or job	unit of measurement	Rate (£s)
<i>eg Site supervisor</i>	<i>eg per/hour</i>	
People not stated here at open market or competitively tendered prices		

The offered total of the Prices is (please enter total of the Prices from the Price List)

Price List

The Price List can be found in Volume 5 Price List for GSF

FOR INFORMATION ONLY -
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Price List	
Name	Geodetic Surveying
Consultant	
Guidance notes & preamble for the Consultant	
<p>You are required to submit a Rate for each Item defined below. Please refer to Section 3.5 of the Service Scope which gives guidance on Item coverage</p> <p>The Price for each Item should be the quantity multiplied by the Rate. The specified quantities are for tender assessment purposes only</p> <p>The rates submitted by Suppliers are capped and will apply to Package Orders. Rates may only be amended in accordance with Section 3 of Volume 3 when submitting Quotations.</p> <p>All Rates and Prices must be quoted in pounds and whole new pence to two decimal places and exclude VAT and include all costs necessary to complete the activity. The terms "nil" and "included" or "-" are not to be used, but should be indicated as £0.00. Any Item that is not priced will be deemed to be included and priced as 'nil' when checking your total of the Prices. You should ensure the total is correct before submission.</p> <p>The Price List is not exhaustive and there may be further additional items of work that require pricing depending on the site, for example undertaking GPR activities or providing traffic management. Suppliers will be asked to price such activities during the Quotation Procedure</p>	

Price List					
Item No.	Item Description	Unit	Expected quantities - used for tender assessment purposes only	Rate	Price
SC1	Site & vegetation clearance of individual areas that have a combined total area of less than 250m ²	m ²	250		£0.00
SC2	Site & vegetation clearance of individual areas that have a total combined area of greater than 250m ² but less than 1000m ²	m ²	1,000		£0.00
SC3	Site & vegetation clearance of individual areas that have a total combined area of greater than 1000m ²	m ²	2,000		£0.00
PS1	Provision of Surveyor(s) and equipment to undertake Geodetic Survey during day time (anytime between 8am-8pm) excluding bank holidays and weekends	Num (based on min charge of 2 surveyor for 1 shift)	60		£0.00
PS2	Provision of Surveyor(s) and equipment to undertake Geodetic Survey during night time (anytime between 8pm-8am) excluding bank holidays and weekends	Num (based on min charge of 2 surveyor for 1 shift)	130		£0.00
PS3	Provision of Surveyor(s) and equipment to undertake Geodetic Survey during weekends day time (anytime between 8am-8pm)	Num (based on min charge of 2 surveyor for 1 shift)	10		£0.00
PS4	Provision of Surveyor(s) and equipment to undertake Geodetic Survey during weekends night time (anytime between 8pm-8am)	Num (based on min charge of 2 surveyor for 1 shift)	10		£0.00
PS5	Provision of Surveyor(s) and equipment to undertake Geodetic Survey during anytime on bank holidays	Num (based on min charge of 2 surveyor for 1 shift)	2		£0.00
PGM1	Construct, coordinate and install Permanent Ground Marker Type 1	Num	1		£0.00
PGM2	Construct, coordinate and install Permanent Ground Marker Type 2	Num	1		£0.00

Price List					
Item No.	Item Description	Unit	Expected quantities - used for tender assessment purposes only	Rate	Price
PGM3	Construct, coordinate and install Permanent Ground Marker Type 3	Num	1		£0.00
PGM4	Construct, coordinate and install Permanent Ground Marker Type 4	Num	1		£0.00
PR1	Provision of report for survey which took 7 days or less to carry out	Num	20		£0.00
PR2	Provision of report for a survey which took more than 7 days to carry out	Num	1		£0.00
total of the Prices					£0.00

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**National Asset Delivery
Technical Surveys and Testing**

Volume 3

**Framework Information for the
Geodetic Surveying Framework**

TABLE OF CONTENTS

- 1 **Scope of the Framework**
- 2 **Selection Procedure**
- 3 **Quotation Procedure**
- 4 **The *Employer's* Strategic Vision, Imperatives, Values, and Key Objectives**
- 5 **General Constraints on how the *Supplier* Provides the Services**

LIST OF ANNEXES

- | | |
|---------|---|
| Annex 1 | General Health, Safety and Environment Requirements |
| Annex 2 | Records |
| Annex 3 | Package Order proforma |
| Annex 4 | Collaborative Performance Framework |

1 SCOPE OF THE FRAMEWORK

1.1 Framework scope

1.1.1 Highways England is appointing a framework contract to run between the 1st April 2019 & 31st March 2023.

1.1.2 The framework will be used to select suppliers to undertake Package Orders which will consist of geodetic surveying across the Highways England network.

1.1.3 The technical specification that *Suppliers* will be required to adhere to is outlined in Volume 4 – Service Scope

1.1.4 Details of how *Suppliers* will be appointed to the Framework is outlined in Section 3 & 4 of Volume 1. Details of how *Suppliers* will be selected to undertake Package Orders is outlined in Section 3 & 4 of the Framework Information.

1.1.5 The framework will consist of one lot as detailed in Table 1 below:

Table 1 – Lot Structure		
Lot	Scope	Geographical Coverage
1	Geodetic Surveying	Nationwide

1.1.6 The nature and value of Package Orders will vary depending on the needs of the *Employer*. Please refer to Section 4 of the Service Scope which outlines the technical requirements of the *services*.

1.1.7 Site specific requirements will be detailed in the information provided to *suppliers* during the Quotation Procedure associated with each Package Order.

1.1.8 Package Orders will be awarded under the terms of the NEC3 professional services short contract. Please refer to Volume 2 which is the Contract Data that applies to all Package Orders.

1.1.9 Package Orders could consist of a one off survey, or a range of surveys to be delivered over several months or more.

1.1.10 The majority of the *services* are expected to be provided during night time hours (between 8pm & 8am) on a weekday, but *Suppliers* could be asked to submit Quotations and Provide the Services at short notice and at any time of the year.

2 SELECTION PROCEDURE

2.1 Selection Procedure

2.1.1 *Suppliers* will be appointed to the framework in accordance with section 3 & 4 of Volume 1.

2.1.2 *Suppliers* can be selected to carry out a Package Order after one of the following Quotation Procedures has been followed:

- Direct Award Procedure – Please refer to Section 3.2 below
- Further Competition Procedure - Please refer to Section 3.3 below

2.1.3 The *Employer* will determine which procedure will be used and it may vary depending on the requirements of each Package Order.

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3 QUOTATION PROCEDURE

3.1 Introduction

3.1.1 There are two types of Quotation Procedure associated with the Framework:

- Direct Award Procedure– See 3.2 below
- Further Competition Procedure– See 3.3 below

3.2 Direct Award Procedure

3.2.1 This procedure allows the *Employer* to select a *Supplier* by way of operating a rota system.

3.2.2 Subject to 3.2.3-3.2.5, the *Supplier* appointed to the framework with the highest ranking will be the *Supplier* will be invited to submit a quotation in accordance with 3.2.6-3.2.9.

3.2.3 If the *Employer* has already used the rota system to award a Package Order to a *Supplier* and wishes to use the rota system again, they will invite the next highest ranking *Supplier* e.g. if the *Employer* awarded a Package Order to the *Supplier* who was ranked 2nd, the next time they use the rota system they must invite the *Supplier* who is ranked 3rd

3.2.4 The *Employer* can choose not to invite the highest ranking *Supplier* if they are subject to measures detailed in section 5.4. In such cases the *Employer* will invite the next highest ranking *Supplier* as long as they are not also subject to measures detailed in section 5.4.

3.2.5 If the highest ranking *Supplier* declines the *Employer's* invitation, or their subsequent quotation is not acceptable, then the *Employer* can invite the next highest ranked supplier.

3.2.6 Once a supplier has been identified as being suitable for selection under the Direct Award Procedure, the *Employer* will provide the *Supplier* with details of the site specific services to be provided (typically consisting of site specific information a Price List with expected quantities - an example proforma is included as Annex 3) and invite them to submit a quotation by a stated date.

3.2.7 The *Supplier* should then submit their Quotation (including the information required for the *Suppliers* plan detailed in section 4 of the Service Scope) by the stated date. The prices submitted by the *Supplier* in their quotation shall be no more than the prices submitted as part of their initial tender but the *Supplier* can submit reduced Prices as part of their quotation.

3.2.8 All quotations shall be submitted on the basis that they will remain in force for a minimum of 90 days from the date of submission

3.2.9 If the submitted quotation is acceptable to the *Employer*, they will issue a Package Order to the *Supplier*.

- 3.2.10 If no supplier is selected, the *Employer* can choose to use the Further Competition Procedure to select a *Supplier* or choose to not award the Package Order to a framework *Supplier*.

3.3 Further Competition Procedure

- 3.3.1 This procedure is based on a Further Competition between eligible lot *Suppliers*.
- 3.3.2 If the *Employer* wishes to select a *Supplier* by conducting a further competition, all eligible *Suppliers* will be sent details of the site specific services to be provided (typically consisting of site specific information a Price List with expected quantities - an example proforma is included as Annex 3) and invited to submit quotations by a stated date.
- 3.3.3 The *Employer* can choose not to invite any framework supplier who is subject to measures detailed in section 5.4.
- 3.3.4 Invited suppliers should then submit their Quotations (including the information required for the *Suppliers* plan detailed in section 4 of the Service Scope) by the stated date. The prices submitted by *Suppliers* in their Quotations shall be no more than the prices submitted as part of their initial tender but they can submit reduced prices as part of their quotations.
- 3.3.5 All Quotations shall be submitted on the basis that they will remain in force for a minimum of 90 days from the actual date of submission.
- 3.3.6 After assessing the submitted quotation(s), the *Employer* will decide whether or not to accept the most economically advantageous compliant quotation (in most cases this will be on the basis of lowest price). If one of the quotations is acceptable, the *Employer* they will issue a Package Order to the successful *Supplier*.
- 3.3.7 If no supplier is selected, the *Employer* can choose to not award the Package Order to a framework *Supplier*.

3.4 No Award

- 3.4.1 Notwithstanding the fact that the *Employer* has followed a procedure as set out in section 3.1 & 3.2 above, the *Employer* shall be entitled at all times to decline to make an award for its Package Order requirements. Nothing in the agreement between the Parties shall oblige the *Employer* to award any Package Order for geodetic surveys.

4 THE *EMPLOYER'S* STRATEGIC VISION, IMPERATIVES, VALUES, AND KEY OBJECTIVES

4.1 Introduction & Purpose

4.1.1 The purpose of this section is to communicate the *Employer's* vision, imperatives, values and key objectives. It also outlines the *Employer's* expectations regarding how the *Supplier* must support delivery of them along with general constraints and Health & Safety obligations expected of the *Supplier*. Any matters which are project related or site specific will be contained within the Service Scope, Contract Data and subsequent Package Orders

4.1.2 The *Employer* is a road operator responsible for managing the busiest network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England.

4.1.3 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

4.1.4 The *Employer's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long term operation and integrity.

4.2 The *Employer's* Vision

4.2.1 The *Employer's* vision as set out in the [Road Investment Strategy](#) (RIS), is to revolutionise our roads and create a modern Strategic Road Network (SRN) across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

4.3 The *Employer's* imperatives

4.3.1 The *Employer's* three imperatives are safety, customer service and delivery. The imperatives set out what we do.

4.4 The *Employer's* values and expectations

4.4.1 The *Employer's* values are:

- **Safety** – We care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our network.
- **Integrity** - We are custodians of the network, acting with integrity and pride in the long-term national interest.

- **Ownership** – We have a clear vision for the future of the network and find new ways to deliver by embracing difference and innovation, while challenging conventions.
- **Teamwork** - We have an open and honest dialogue with each other, as well as our customers, stakeholders and delivery partners.
- **Passion** - Building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

4.4.2 The *Employer's* values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

4.4.3 The *Supplier* will have values that support those of the *Employer* and will engender constructive and desired behaviours that enable a collaborative approach to achieving the *Employer's* outcomes. Our supply chain will support our vision and values at all times, which means:

- Putting the health and safety of the customer and workforce first and encouraging a strong health and safety culture,
- Mature, open, flexible and collaborative working relationships,
- Understanding each other's priorities and objectives, and always putting the customer at the heart of everything we do,
- Sharing high-quality information,
- Delivering high performance,
- Working to build more sustainable businesses,
- Engagement and working collaboratively with stakeholders,
- Forging stronger relationships with local communities.

4.5 The *Employer's* Outcomes

4.5.1 The Strategic Business Plan 2015 – 2020 sets out the *Employer's* main activities to improve the capacity and performance of the network and how the *Employer* will do it.

4.5.2 This contract plays a key role in assisting and enabling the *Employer* to achieve its outcomes of:

- Supporting economic growth
- A safe and serviceable network
- A more free flowing network
- An improved environment
- A more accessible and integrated network

This will be achieved through:

- Planning for the future,
- Growing capability,
- Building Relationships,
- Efficient and effective delivery

- Improving customer interface.

4.6 The Asset Delivery (AD) - Core Principles and Key Objectives

4.6.1 The AD operating model involves the insourcing of decision making related to investment planning, asset needs and solutions and operational management. The approach will deliver the following core principles,

4.6.2 The *Employer* will

- ensure a healthy and safe working and travelling environment,
- be flexible and responsive to meet the needs of customers,
- own key investment and maintenance planning decisions,
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency,
- own planning and sequencing of work and manage network occupancy to improve network availability and customer satisfaction, develop active relationships with all of our stakeholders.

4.6.3 These principles will help the *Employer* to take direct ownership of the aspects of delivery which are core to our reputation and performance. They will allow the *Employer* to improve the quality and flexibility of its service and drive the efficiencies needed to meet affordability constraints, providing better customer service and a more resilient network at lower cost.

4.7 Technical Surveys and Testing Contracts

4.7.1 An essential part of maintaining the Highways England Area asset is making informed investment decisions based on asset condition. The technical surveys to be provided under this contract relate to understanding asset condition to inform highway renewal and improvements works.

5 CONSTRAINTS ON HOW THE *SUPPLIER* PROVIDES THE SERVICES

5.1 General

5.1.1 Some general constraints on how *Suppliers* Provide the Services are outlined below. Further information can be found in the Service Scope and the site specific information issued to *Suppliers* during the Quotation Procedure.

5.2 Communications

5.2.1 The *Supplier* shall direct all general communications relating to the Framework to:

<u>Main point of contact for the Framework:</u>	
Name	Daniel Taylor
Role	Procurement Delivery Lead
Address	Highways England Great North House 20 Allington Way Darlington DL1 4QB
Telephone	0300 4701725
Email	daniel.taylor2@highwaysengland.co.uk

5.2.2 The *Supplier* shall direct all communications relating to the services being provided during Package Orders to:

<u>Main point of contact for the services being provided during Package Orders:</u>	
Name	The person(s) described in the information provided during the Quotation Procedure for each Package Order
Address	TBC
Telephone	TBC
Email	TBC

5.2.3 The *Supplier* shall provide details of the following people who will represent him during the contract period:

<u><i>Supplier's</i> main point of contact for the Framework:</u>	
Name	
Role	
Qualifications	

Experience	
Contact Details	
Address	
Telephone	
Email	
<u>People involved in Providing the Services during Package Orders:</u>	
Person 1	
Role	
Qualifications	
Experience	
Contact Details	
Address	
Telephone	
Email	
Person 2	
Role	
Qualifications	
Experience	
Contact Details	
Address	
Telephone	
Email	

5.3 Quality Management

5.3.1 The *Supplier* must provide the *services* under a quality management system which:

- (1) is certified to ISO 9001,
- (2) incorporates an environmental management system which works to the principles of ISO 14001
- (3) complies with good industry practice and encourages innovation during the contract duration.

5.3.2 The *Employer* may carry out audits of the *Supplier's* quality management system from time to time. The *Supplier* allows access at any time within working hours to any place where he or any subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Supplier* is performing his obligations under this contract. The *Supplier* provides all facilities necessary to allow such audits and inspections to be carried out.

5.4 Performance Management

Collaborative Performance Framework (CPF)

5.4.1 Annex 4 is the latest version of the *Employer's* Collaborative Performance Framework (CPF). The CPF is updated from time to time.

5.4.2 The *Employer* will determine which CPF metrics (which may involve subset of the main metrics) and targets apply to Package Orders.

Performance review

5.4.3 The *Supplier* shall comply with the *Employer's* performance requirements.

5.4.4 The *Employer* will monitor the performances of *Suppliers* who undertake Package Orders.

5.4.5 *Suppliers* who fail to meet performance targets may be subject to the following measures:

- Asked to cease or not to start work on a Package Order
- Be subject to a period of suspension and not be eligible for selection in accordance with the *Quotation Procedure*.
- Asked to submit a proposals for change report which details how the *Supplier* intends to improve their performance.
- Have their Agreement Terminated

Proposals or change report

- 5.4.6 If a *Supplier* is required to submit a proposals for change report, it shall be submitted to the *Employer* no later than 14-days after being asked to do so.
- 5.4.7 The *Employer* accepts or rejects the *Supplier's* proposals and notifies the *Supplier* if any further action is required, or if they are to be subject to the any of the other measures outlined in 5.4.5.

5.5 Project Management

Right to use material

- 5.5.1 The *Employer* may use material provided by the *Supplier* under this contract for any purpose.

Working with Others

- 5.5.2 The *Supplier* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

Meetings and reports

- 5.5.3 The *Supplier* reports on the performance of the *services* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *services*.
- 5.5.4 Where the *services* are delivered over a period of greater than one month, the *Supplier* submits a Monthly Review Progress Report in accordance with the guidance in Annex 2.
- 5.5.5 Where the *services* are delivered over a period of greater than one month, the *Supplier* attends a monthly progress and planning meeting to be held at the *Employer's* offices.

Drawings, specifications, software, designs and other data

- 5.5.6 The *Supplier* delivers to the *Employer* on Completion the final deliverable version of any data in an agreed format.
- 5.5.7 If this contract is terminated the *Supplier* delivers to the *Employer* working versions of each deliverable that has not been completed.
- 5.5.8 If information is to be exchanged electronically, the *Supplier* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.

- 5.5.9 The *Supplier* provides to the *Employer* copies of such records and documents as the *Employer* requests.
- 5.5.10 The *Supplier* complies with the *Employer's* Visual identity – Requirements for our *Suppliers* in Annex 2.

Records

- 5.5.11 The *Supplier* creates and maintains records in accordance with Annex 2.
- 5.5.12 The *Supplier* delivers all records created and maintained in Providing the Works to the *Employer*, at the *completion date* or at a time agreed with the *Employer*.
- 5.5.13 The *Supplier* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services.

5.6 Supplier's premises and Access and Storage to Employer's Data

- 5.6.1 Any Risk Assessment is carried out by the *Employer* in accordance with or any later revision or replacement.
- 5.6.2 Except as expressly specified otherwise in this contract, the *Supplier* provides all premises necessary to Provide the Services.
- 5.6.3 The *Supplier* does not use any premise to Provide the Services until
- the premise has successfully passed the Risk Assessment. The *Employer* may request the *Supplier* to provide any information required to support any Risk Assessment or
 - the *Employer* has confirmed that a premise does not require to be assessed in accordance with the Risk Assessment.
- 5.6.4 The *Supplier* provides the *Employer* with any information required to support any Risk Assessment.
- 5.6.5 The *Supplier* does not store any of the *Employer's* data that is classified as Official or higher in accordance with "Government Security Classifications" dated April 2014 (or any later revision or replacement)
- Offshore or
 - in any way that it could be accessed from an Offshore location
- until the *Employer* has confirmed to the *Supplier* that either
- the *Employer* has gained approval for such storage in accordance with "Offshoring information assets classified at OFFICIAL" dated November 2015 (or any later revision or replacement) or
 - such approval is not required.
- 5.6.6 The *Supplier* complies with a request from the *Employer* to provide any information required to allow the *Employer* to gain approval for storing data

or allowing access to data from an Offshore location in accordance with 5.6.5.

5.7 Information systems

5.7.1 The *Supplier* interfaces with the *Employers* fileshare system, or other electronic information interface as agreed with the *Employer*, for:

- (1) the management of information and records relating to the *services* and
- (2) receiving and transmitting communications, information, records and data from and to the *Employer*.

5.8 HR, Competence and Training

5.8.1 The *Supplier* provides details of its approach to Inclusion and Sustainability where requested by the *Employer*.

5.8.2 The *Supplier* either employs the *key persons* identified at the time of tender to Provide the Services, or employs a replacement person who has been accepted by the *Employer*. The *Supplier* submits the name, relevant qualifications and experience of a proposed replacement person to the *Employer* for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.

5.9 Network Occupancy and Traffic Management

5.9.1 The *Employer* normally provides the temporary traffic management detailed in the Service Scope for the use of the *Supplier* to Provide the Services.

5.9.2 In cases where the *Supplier* is asked to provide the temporary traffic management they shall submit details of any proposed traffic management provider to the *Employer*.

5.9.3 The *Employer* may, having stated his reasons, reject the *Supplier's* proposed traffic management provider.

5.9.4 The *Supplier* does not appoint a traffic management provider until the proposed provider has been accepted by the *Employer*.

5.9.5 The *Supplier* provides all other equipment necessary to Provide the Services.

5.9.6 The *Supplier* collaborates with the *Employer* and Others to share temporary traffic management and road space.

5.9.7 The *Suppliers* staff do not access the site without the appropriate health and safety site induction from the *Supplier*, in accordance with the requirements of Annex 1.

5.9.8 Where working on site under the control of Others, the *Supplier's* staff do not access the site without completing the appropriate site induction from the principal contractor.

5.10 Discrimination

5.10.1 The *Supplier* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Equality Act 2010, any predecessor statute of it or any amendment or re-enactment of it from time to time (the "Discrimination Acts").

5.10.2 In Providing the Works, the *Supplier* co-operates with and assists the *Employer* to satisfy its duty under the Discrimination Acts to eliminate unlawful discrimination and to promote equality of opportunity between persons of different racial groups and between disabled people and other people.

5.10.3 Where any employee or subcontractor employed by the *Supplier* is required to carry out any activity on the *Employer's* premises or alongside the *Employer's* employees on any other premises, the *Supplier* ensures that each such employee or subcontractor complies with the *Employer's* employment policies and codes of practice relating to discrimination and equal opportunities.

5.10.4 The *Supplier* notifies the *Employer* in writing as soon as he becomes aware of any investigation or proceedings brought against the *Supplier* under the Discrimination Acts in connection with this contract and

- provides any information requested by the investigating body, court or tribunal in the timescale allotted,
- attends (and permits a representative from the *Employer* to attend) any associated meetings,
- promptly allows access to any relevant documents and information
- and cooperates fully and promptly with the investigatory body, court or tribunal.

5.10.5 The *Supplier* includes in the conditions of contract for each subcontract obligations substantially similar to those set out above.

5.11 Disclosure of Information

5.11.1 The *Supplier* acknowledges that the *Employer* may receive Disclosure Requests and that the *Employer* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to

disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Employer* consults with the *Supplier* before doing so in accordance with the relevant Code of Practice. The *Supplier* uses his best endeavours to respond to any such consultation promptly and within any deadline set by the *Employer* and acknowledges that it is for the *Employer* to determine whether or not such information should be disclosed.

- 5.11.2 When requested to do so by the *Employer*, the *Supplier* promptly provides information in its possession relating to this contract and assists and co-operates with the *Employer* to enable the *Employer* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 5.11.3 The *Supplier* acknowledges that the *Employer* may receive Disclosure Requests and that the *Employer* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Employer* consults with the *Supplier* before doing so in accordance with the relevant Code of Practice. The *Supplier* uses his best endeavours to respond to any such consultation promptly and within any deadline set by the *Employer* and acknowledges that it is for the *Employer* to determine whether or not such information should be disclosed.
- 5.11.4 When requested to do so by the *Employer*, the *Supplier* promptly provides information in its possession relating to this contract and assists and co-operates with the *Employer* to enable the *Employer* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- 5.11.5 The *Supplier* promptly passes any Disclosure Request which it receives to the *Employer*. The *Supplier* does not respond directly to a Disclosure Request unless instructed to do so by the *Employer*.
- 5.11.6 A Disclosure Request is a request for information relating to this contract received by the *Employer* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- 5.11.7 The *Supplier* acknowledges that the *Employer* is obliged to publish the provisions of this contract in accordance with the Cabinet Office Efficiency Reform Group Guidance Note entitled “Transparency - Publication of New Central Government Contracts” dated December 2010 (or any later revision) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Employer* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Employer* has the final decision. The *Supplier* co-operates with and assists the *Employer* to publish this contract in accordance with the *Employer*’s obligation.

5.12 Conflict of interest

5.12.1 The *Supplier* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Supplier* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise.

5.13 Anti Bribery and Fraud

5.13.1 The *Supplier* complies (and ensures that any person employed by him or acting on his behalf complies) with the *Employer's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes". The *Supplier* complies with the Codes until Completion and with

- paragraph 4 of the *Employer's* Anti Bribery Code of Conduct and
 - paragraph 3 of the *Employer's* Anti-Fraud Code of Conduct
- until 6 years after Completion.

5.13.2 A failure to comply with this condition is treated as a substantial failure by the *Supplier* to comply with his obligations.

5.13.3 The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Employer*) contains provisions to the same effect as this clause.

5.14 Reporting, Small and Medium Enterprises

5.14.1 In this clause a SME is

- a sub*Supplier* or
- a subsub*Supplier* to a sub*Supplier*

and

- is autonomous,
- is a European Union enterprise not owned or controlled by a non-European Union parent company,
- for a medium sized enterprise (medium class) employs fewer than 250 staff, has turnover no greater than 50 million Euros and does not have a balance sheet greater than 43 million Euros,
- for a small sized enterprise (small class) employs fewer than 50 staff, has turnover no greater than 10 million Euros and does not have a balance sheet greater than 10 million Euros and
- for a micro sized enterprise (micro class) employs fewer than 10 staff, has turnover no greater than 2 million Euros and does not have a balance sheet greater than 2 million Euros.

5.14.2 For each SME employed on the *services*, the *Supplier* reports to the *Employer* each quarter from the *starting date* until Completion and at the *defects date*

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

5.14.3 The *Supplier* acknowledges that the *Employer* may

- publish the information supplied under paragraph 5.11.2, along with the *Supplier's* name and this contract name and
- pass the information supplied under this paragraph 5.14.3 to any Government Department who may then publish it along with the names of the SMEs, the *Supplier's* name and this contract name.

5.14.4 The *Supplier* ensures that the conditions of contract for each subcontractor who is an SME include

- a term allowing the *Employer* to publish the information supplied under 5.11.2 and
- provisions to the same effect as paragraphs under 5.11.

5.15 Fair Payment

5.15.1 The *Supplier* complies with the *Employer's* Fair Payment Charter.

5.16 Confidentiality

5.16.1 The *Supplier* keeps (and ensures that its employees and sub*Suppliers* keep) confidential and does not

- disclose to any person the terms of this contract nor
- use (except for the purposes of this contract) or disclose to any person any confidential or proprietary information (including Personal Data) provided to or acquired by the *Supplier* in the course of Providing the Works

except that the *Supplier* may disclose information

- to its legal or other professional advisers,
- to its employees and sub*Suppliers* as needed to enable the *Supplier* to Provide the Services,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or governmental agency, provided that prior to disclosure the *Supplier* consults the *Employer* and takes full account of the *Employer's* views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is

under no obligation restricting its disclosure,

- which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
- with the consent of the *Employer*.

FOR INFORMATION ONLY -
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ANNEX 1 – GENERAL HEALTH, SAFETY AND ENVIRONMENT REQUIREMENTS

1. Health and Safety

- 1.1. The *Employer* seeks to achieve the goals of no accident / incidents and no harm arising from services provided on behalf of the *Employer*.
- 1.2. The *Employer* wishes to draw the attention of the *Supplier* to the statutory legislation and Highways England documentation that **MUST** be applied and complied with, which the *Employer* expects will operate in relation to this Contract.

2. Management of Health, Safety and Environment

2.1 *Supplier's* health, safety and environmental management system:

- (1) The *Supplier* **MUST** develop a formal health, safety and environmental management system. This includes the operation and maintenance of the health and safety management systems, health surveillance and the development of a proactive health, safety and environmental culture. This follows the principles outlined in:
 - (a) the UK Health & Safety Executive's document HSG 65 "Successful Health & Safety Management", and
 - (b) BSI OHSAS 18001 Occupational Health and safety Management Systems - specification, or
 - (c) It must be a suitable and equivalent recognised health, safety and environmental management system.
- (2) The management system works to the principles of ISO 14001 environmental management systems,
- (3) The *Supplier* documents the management system fully and effectively implements the management system prior to the commencement of the *services*,
- (4) The *Supplier* develops their health, safety and environmental management system with other Area contracts and frameworks to provide consistency of approach and interoperability, ensuring activities such as health and safety site induction is in a consistent format between all other Area contracts and frameworks allowing seamless movement of workers between different sites within the Affected Property.
- (5) The *Supplier* interfaces and aligns their health, safety and environmental management system with the *Employer's* health, safety and environmental management systems, policies, procedures and requirements.

2.2 Subcontractor's health, safety and environmental management system:

- (1) The *Supplier* ensures that any subcontractors which are working under his control have a formal subcontractors Health, Safety and Environmental Management System which fulfils the requirements set out above,
- (2) The *Supplier* submits a copy of the Subcontractor management system to the *Employer* prior to commencement of the relevant Works or subsequent appointment of the Subcontractor. The *Employer* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

2.3 Medical fitness:

- (1) The *Supplier* formally advises the *Employer* of any known medical disability or condition of any *Supplier's* employees or Subcontractor's employees or employees of any other related party of which the *Supplier* is aware which may adversely affect his/her own health or safety, or the health or safety of Others,
- (2) On request, the *Supplier* submits to the *Employer* such records and/or other evidence as may be reasonably required by the *Employer* to demonstrate compliance with this section.

2.4 Health assessment and control:

- (1) **Health Surveillance** - The *Supplier* ensure that his employees are provided with such health surveillance as is appropriate having regard to the risks to their health and safety which are identified by risk assessment and in accordance with statutory legislation, including but not limited to health, safety and the environment.
- (2) **Wellbeing** - The *Employer* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related illnesses. The *Supplier* makes such services available to their employees. The *Supplier* monitor and record working days lost due to illness and working days lost due to stress and introduce management systems for minimising ill health. This data is supplied on request to the *Employer*.

2.5 Action to rectify breaches:

- (1) If, in the opinion of the *Employer*, the *Supplier* is Providing the Services in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:
 - (a) any statutory legislation,
 - (b) the *Supplier's* management system, or
 - (c) the Subcontractor management system, or
 - (d) the *Employer's* Health, Safety and Environmental Management System, or

- (e) the *Supplier's* environmental management system, or
- (f) the *Employer's* environmental management system, or

The *Employer* shall advise the *Supplier* accordingly by notice in writing.

- (2) Where the *Supplier* has been advised by the *Employer* of a breach, the *Supplier* corrects the situation by the date specified by the *Employer*.
- (3) The advice provided by the *Employer* includes the *Employer's* reasons for highlighting any breach and outline the steps required of the *Supplier* to rectify the said breach or failing in providing the Works.

2.6 Health, safety and environmental culture:

(1) The *Supplier*:

- (a) Operates Behavioural Safety Improvement Schemes, and

2.7 Health, safety and environmental – exchange of information:

(1) The *Employer* provides information to the *Supplier* to enable the *services* to be performed in a safe manner,

- (a) A copy of the *Employer's* health, safety and environmental policies, procedures, and guidance notes are listed in Annex 1,
- (a) The *Supplier* provides information in a manner and form specified by the *Employer*.

2.8 Asbestos:

- (1) Where the *Employer* knows asbestos to be present in any premises, the *Employer* supplies information to the *Supplier* 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,
- (2) The *Employer* arranges for asbestos surveys and removal of asbestos by Others where required,
- (3) In the event that asbestos containing materials are required to remain in place, the *Supplier* ensures that the *services* are carried out safely and take into account the provisions of Control of Asbestos at Work Regulations.

2.9 Health and safety advice:

- (1) The *Supplier* retains access to competent health, safety and environmental advisers.
- (2) The minimum requirements for the *Supplier's* health and safety adviser(s) will be:

- (a) corporate membership of IOSH and/or qualified to NEBOSH General / Construction Certificate or above,
- (b) a minimum of two years' related experience working as a dedicated health and safety responsible person, and
- (c) A good working knowledge of legislation, guidance and standards relevant to the proposed work.

2.10 Health, safety and environmental in construction:

- (1) The *Supplier* ensures that assets, including Materials and Equipment are used, installed, constructed and maintained in accordance with any legal requirements and the particular laws and *Employer* standards and specifications

2.11 Incident investigation, reporting and follow-up:

- (1) The *Employer* has the right to investigate any incidents wherever they may occur,
- (2) The *Supplier* provides the *Employer* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Supplier* and the subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access),
- (3) On receipt of a notification of an incident the *Supplier*, in line with the *Employers* standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein,
- (4) Nothing prevents the *Supplier* from carrying out its own investigation of an incident, and in such cases, the *Supplier* provides a copy of its completed incident report to the *Employer*,
- (5) Investigations by the *Supplier* are undertaken by a competent person who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report,
- (6) Where the *Supplier* is compiling a draft incident report, the *Supplier* shall discuss the findings of a draft report with the *Employer* prior to the production of the final draft of such a report,
- (7) The *Supplier* shall implement applicable recommendations arising from incident investigations.

2.12 Incident statistics:

- (1) The *Supplier* shall, if requested by the *Employer*, supply detailed reports of accident and incident statistics to the *Employer* in a format and at periods specified by the *Employer*.

2.13 Monitoring incident report:

- (1) The *Supplier* shall provide the *Employer* with the following monitoring information no later than the tenth working day of each Month:
 - (a) total of the number of man-hours worked on site during preceding Month,
 - (b) the average number of people employed during preceding Month,
 - (c) The numbers of:
 - (i) Fatal accidents,
 - (ii) Reportable diseases,
 - (iii) Dangerous occurrences,
 - (iv) Notifiable and reportable accidents,
 - (v) Lost time accidents greater than three days and less than seven days,
 - (vi) Minor accidents including no lost time and lost time up to and including 3 days,
 - (vii) Days lost from accidents in that Month,
 - (viii) Days lost from accidents occurring in previous Months.
- (2) The above information is presented for the preceding Month together with a summary sheet of the year-to-date.

2.14 Health, safety and environmental management audit:

- (1) The *Employer* has unrestricted access at all reasonable times to the premises, Equipment and/or Materials, Employees and records of the *Supplier* and the Subcontractor(s) (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Supplier*) to audit any or all of the *Suppliers* health, safety and environmental management systems,
- (2) The *Supplier* shall implement all recommendations from such audits agreed by the *Employer* within a timescale mutually agreed between the *Employer* and the *Supplier*. The *Supplier* shall include in all subcontracts rights of access for the *Employer* as described herein.

2.15 CDM compliance:

The *Supplier*:

- (1) Discharges its obligations in respect of the *services* to which the CDM Regulations apply and provides the *Employer* with evidence of compliance.

The *Supplier*:

- (1) Reports to the *Employer* within 24 hours, details of any serious incidents involving any person injured or killed in connection with any of the *Services*. Such incidents are reported through the Highways England's Accident and Incident Reporting System (AIRSweb),
- (2) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (3) participates in working groups with the aim of improving health, safety and environmental and environmental management performance in relation to the following topics:
 - (a) Designing for health, safety and environmental in buildability and operability and maintenance,
 - (b) Construction health, safety and environmental improvement, and
 - (c) Sustainable design and sustainable construction.

2.16 Health, safety and environmental – charity based incentive schemes:

- (1) The *Employer* supports and promotes the use of charity based incentive schemes as an aid to improving health, safety and environmental performance. It is a requirement that the *Supplier* also adopts such schemes and shall include a combination of local and national charities if requested to do so by the *Employer*.

3. Management of Road Risk

3.1 The *Employer* supports and promotes the use of systems and procedures for the effective management of occupational road safety. The *Supplier* has similar systems in place in accordance with HSE guidance. This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, and accident investigation and driver safety.

3.2 Training and competence of *Supplier's* employees:

- (1) The *Supplier* ensures that only *Supplier's* employees who are competent shall be provided for the performance of the works,
- (2) The *Supplier* provides to the *Employer* information about the *Suppliers* scheme for assuring competence of *Suppliers* employees when requested to do so by the *Employer*,
- (3) The *Supplier* provides to the *Employer* records of training of *Suppliers* employees when requested to do so by the *Employer*,
- (4) Unless specified otherwise herein, all training of *Suppliers* employees shall be at the *Suppliers* cost,

- (5) Before commencement of the works the *Supplier* provides to the *Employer* a signed summary statement that all *Suppliers* employees are competent to undertake the roles for which they have been supplied. The *Supplier* provides further such summary statements to the *Employer* as additional *Suppliers* employees are introduced,
- (6) For those roles where no suitable recognised competence standards exist, the *Supplier* provides information on the selection criteria and/or method used to provide assurance of individual competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance/competence and any relevant training and experience.

3.3 Substance abuse:

- (1) The *Supplier* is responsible for ensuring that *Suppliers* employees, whilst engaged in the performance of the Contract, are not at any time in possession of, do not take, have not taken, and/or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a "prohibited substance". An 80 milligram percentage blood alcohol concentration, as prescribed by the current Road Traffic Act, is the cut-off level for alcohol in blood.
- (2) These requirements do not apply where necessary in the case of *Supplier's* employees possessing a prohibited substance for bona fide medical reasons, for which the *Supplier* has obtained the prior written approval of the *Employer* for such *Supplier's* employees to be engaged in the performance of the service. The *Supplier* notifies the *Employer* of any *Supplier's* employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Employer* has the right to prevent such *Supplier's* employees from Providing the Services,
- (3) Where the *Employer* is of the opinion that any of the *Supplier's* employees employed may be in contravention of any of these requirements, the *Employer* has the right to carry out the following or insist that the *Supplier* performs the following:
 - (a) breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such *Supplier's* employees, and/or
 - (b) a search of personal possessions and/or immediate work area of such *Supplier's* employees for evidence of a prohibited substance or items associated therewith.
- (4) The *Supplier* does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance,

- (5) In the event that *Supplier's* employees refuse to undertake either the foregoing medical tests and/or search of person or possessions, or are tested positive or are found in possession of any prohibited substance or items associated therewith, the *Employer* shall have the right to have such *Supplier's* employees immediately removed from the *site*,
- (6) Unless otherwise agreed to in advance in writing between the Parties, such *Supplier's* employees are thereafter not be employed to carry out any *service* under the Contract in any location whatsoever,
- (7) The *Supplier* ensures that all *Supplier's* employees are made aware of and comply with these requirements.

3.4 Security:

- (1) The *Employer* requires the *Supplier* and *Supplier's* employees to consent to the searching at any time by an authorised representative of the *Employer* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Supplier's* employees on *the site*, or being retained by the *Employer* on behalf of the *Supplier* or *Supplier's* employees,
- (2) Any person not complying or unwilling to comply with the requirements above will not be permitted access to the *site* or shall be removed from the *site* and the *Employer* shall not accept liability for any costs arising directly or indirectly out of such circumstances.

3.5 Employee safety:

- (1) The *Supplier* establishes and operates consultation arrangements in accordance with all applicable Laws. The *Supplier* establishes and operates a health, safety and environmental co-ordination.

4. Environment

4.1 Environmental and sustainable development management

- (1) Sustainable development offers opportunities for both the *Employer* and the *Supplier*. It provides a way to assess long-term challenges and opportunities and identify and manage risk. For example, using resources efficiently reduces costs. Also a responsible attitude to local communities and the environment helps to maintain reputation and strong partnerships. Sustainable development drives continual improvement and looks for better ways of doing things.
- (2) In Providing the Services the *Supplier*:

- (a) ensures that protecting and enhancing the environment is embedded into its business decision-making processes and is considered at all levels of operations,
 - (b) ensures the best practicable environmental outcomes across its activities, while working in the context of sustainable development and delivering value for money,
 - (c) considers the cumulative environmental impact of its activities across its network and identify holistic approaches to mitigate such impacts and improve environmental performance,
 - (d) where appropriate, works with others to develop solutions that can provide increased environmental benefits over those that it can achieve alone, where this delivers value for money,
 - (e) calculates and consider the carbon impact of road projects and factor carbon into decisions, and seek to minimise carbon emissions and other greenhouse gases from its operations,
- (3) The *Supplier* complies with statutory requirements and not in limitation thereof. The *Supplier* familiarises itself with the legislation which impacts upon its works and any approved codes of practice and guidance notes which are also applicable.
- (4) The *Supplier* ensures that all work delivered by them and their subcontractors is covered by proportionate and appropriate environmental assessment in line with the *Employer's* requirements and the Service Information. Where potential adverse environmental effects are identified, the *Supplier* will consult with the *Employer's* environment team and seek advice before proceeding.
- (5) The *Supplier* provides details of its environmental management system, demonstrating that it works to the principles of ISO14001. These details will include a process for the identification and prioritisation of environmental and social impacts which prioritise the biggest risks from *Supplier* work. A summary report will be provided to the *Employer* outlining highest identified risks and what mechanisms the *Supplier* has in place to mitigate them,
- (6) All environmental/sustainable information passed onto the *Supplier* by the *Employer* is made available to all subcontractors employed by the *Supplier* on *Employer* related projects. subcontractors are subject to regular basic environmental/sustainability awareness raising and training,
- (7) The *Employer* has the right to employ an Environmental Clerk of Works to oversee the *Suppliers* work where the circumstances require it.

- (8) Regulatory consents and other environmental consents and permissions are obtained as appropriate,
- (9) All environmental/planning consents are applied for by the relevant person/section to ensure that the environmental regulator has sufficient time to process the application and the application does not affect the relevant completion date,
- (10) The *Supplier* informs the *Employer* of any environmental prosecutions by an environmental regulator and also report the number of category 1 and 2 pollution incidents (as defined by the Environment Agency) resulting from both direct and indirect Investment Programme work,
- (11) All complaints (either in written and verbal format) received by the *Supplier* linked to environmental, community or social issues will be recorded electronically. The *Supplier* demonstrates a system is in place to record and manage complaints and general queries for environmental/sustainable information. This information will be reported to the *Employer* on a quarterly basis,
- (12) Waste Management consignment notes are kept in line with the duty of care regulations and code of practice. The *Supplier* provides the volumes of waste sent to landfill and recycled on sites to the *Employer* on a quarterly basis.

4.2 Environmental advice:

- (1) The *Supplier* retains access to competent Environmental Adviser(s). The minimum requirements for the *Supplier's* Environmental Adviser will be:
 - (a) degree in relevant discipline,
 - (b) Associate Membership of the Institute of Environmental Management and Assessment or similar,
 - (c) a minimum of two years related experience as an Environmental adviser, and
 - (d) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

4.3 Energy requirements

- (1) The *Supplier* complies with Procurement Policy Note 7/14 entitled "Implementing Article 6 of Energy Efficiency Directive"
 - (a) in Providing the Services; and
 - (b) in the purchase of new products for use by *Supplier* partially or wholly for the purpose of Providing the Services comply with the standard for products in Directive 2012/27/EU.

- (2) The *Supplier* demonstrates to the *Employer* how, through Providing the Services any new products purchased by the *Supplier* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive”

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ANNEX 2 – RECORDS

1. General

- 1.1 For the purpose of this annex, records shall include inventories.
- 1.2 The *Supplier* creates and maintains the records in the format and for the duration set out in this annex.
- 1.3 The Source/Usage column of Table 1 identifies, where applicable, the source document that defines the inventory/record type and the frequency at which or the circumstances under which the *Supplier* updates and amends the relevant records.
- 1.4 The *Supplier* ensures that records are maintained in an acceptable format such as:
- Scanned electronic image (Acrobat .pdf or equivalent),
 - Editable electronic document (MSWord),
 - Editable electronic spreadsheet (MSExcel),
 - Electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
 - Graphic electronic image in compressed (.jpg) format, or
 - Other formats compatible with the *Employer's* Information Systems, reference documents or guidance manuals as agreed with the *Employer*.
- 1.5 The *Supplier* may from time to time agree with the *Employer* alternative acceptable formats in which the *Supplier* maintains records, taking into account advances and other developments in information systems. The *Supplier* implements any changes as agreed with the *Employer*.
- 1.6 The *Supplier* creates and maintains (and ensures that any SubSuppliers create and maintain) such records that are necessary to Provide the Services.
- 1.7 The *Supplier* provides information to the *Employer* in the format required to enable the *Employer* to prepare documentation for the invitation of tenders to support maintenance services, renewal and improvement schemes.
- 1.8 Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the *Employer*.

2. Retention of Records

- 2.1 The *Supplier* retains all electronic, paper and other records in good order for the duration of this contract in such form as to be capable of audit (including electronic means) by the *Employer*. The *Supplier* makes the records available for inspection by the *Employer* at all reasonable times and provides copies of any records as requested by the *Employer*.
- 2.2 The *Supplier* retains all electronic records:

- in an Electronic Document and Records Management System, or such other electronic system, as agreed by the *Employer* so as to enable the *Employer* to achieve its statutory record keeping responsibilities, and
- until the *completion date* or termination of this contract (unless the *Employer* agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

2.3 The *Supplier* :

- preserves (in a manner which is compatible with the requirements of Annex 2 and the Information Systems used by the *Employer*) documents, data, material and other records provided to it from the *starting date* to the *completion date*,
- securely disposes of obsolete paper records with the prior approval of the *Employer* and
- prepares all records that it is obliged to produce, and regularly backs-up such records to avoid any damage to them (including loss of data or data corruption).

Ref No.	Record Type	Source/Usage
1.	Agreements between the <i>Employer</i> and Others	
2.	All Certificates issued by the <i>Supplier</i>	Wherever the <i>Supplier</i> is required to issue a certificate under the contract
3.	All information to be included in Health and Safety files	<i>Employer</i>
4.	All Drawings/ plans/ maps	Whenever the <i>Supplier</i> is required to produce, update, amend or receive from others drawings, plans or maps in accordance with the contract
5.	All records/data required to populate reports under this contract to be issued by the <i>Supplier</i> .	
6.	Financial Records	All financial records required to be captured, recorded or updated by the <i>Supplier</i> , or required to substantiate or demonstrate validity of the financial transactions
7.	Photographic Images (High Resolution: 300DPI, Large file format)	Wherever the <i>Supplier</i> is required to obtain photographs including progress photographs

Table 1: Record Types		
Ref No.	Record Type	Source/Usage
8.	All correspondence with <i>Suppliers</i> , <i>SubSuppliers</i> and <i>Others</i> .	

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This document contains a proforma which can be used as part of the Quotation Procedure and may result in the award of a Package Order to a *Supplier*

The *Client* completes Part A of the Package Order proforma (inc estimated Quantities in the Price List if applicable) and sends to the *Supplier(s)*

The *Consultant* completes Part B of the Package Order proforma and submits a price and plan to carry out the Package Order to the *Client* by the required deadline

The *Client* completes Part C1 or C2 of the Package Order proforma which instructs the *Consultant* to carry out the Package Order or not carry out the Package Order

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Geodetic Surveying Framework Package Order

To	[INSERT SUPPLIER NAME(S)]
From	
Service Name	Geodetic Surveying
Package Order Name	[INSERT PROJECT NAME]
BPA Number	[INSERT]
Project Identification Number	[INSERT PIN]
Package Order Number	[INSERT PURCHASE ORDER NUMBER]
Selection Procedure	Please select

Client Contact details for this Package Order

Name	
Address	
Telephone	
email	

Health & Safety (only when CDM applies)

duty holders	principal designer [INSERT NAME]	principal contractor [INSERT NAME]
pre-construction information	The pre-construction information relating to this project can be found in [INSERT WHERE THE PCI DOCUMENT CAN BE FOUND]	

Part A - For completion by the Client

In accordance with Section 3 of Volume 3 of the Geodetic Surveying Framework, you are hereby invited to submit a Quotation for a Package Order. The Package Order shall be undertaken in accordance with the Volumes 2-4 and the additional requirements detailed herein:

Description Please insert a detailed description of the survey you require the *Consultant* to carry out. Please ensure you give details of any constraints, access issues, TM, any existing information, reporting requirements, CDM/H&S matters etc Refer to any drawings or other documents provide

starting date

Completion Date

Delay Damages per week

Is site clearance required? Please select

Is a programme required? Please select

Is Traffic Management provided? Please select

Please submit your plan to [INSERT NAME] by [INSERT DATE]

Signed (for the Employer)	Name	Date
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Part B - For completion by the *Supplier*

Consultant	Insert name
Total of Prices for items of work on the Price List	£0.00
Total of Prices for items of work not on the Price List	£0.00
Total of the Prices for the Task Order	£0.00
The <i>Supplier's</i> plan for the Task is	Insert where the plan is

Signed (for the <i>Consultant</i>)	Name	Date
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Part C1 - For completion by the *Employer*

I accept the above price and plan and instruct you to carry out the Package Order. Please see attached Purchase Order

Signed (for the <i>Client</i>)	Name	Date
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Or

Part C2 - For completion by the *Employer*

I do not accept above price and plan and you are not required to carry out the Package Order

Signed (for the <i>Employer</i>)	Name	Date
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DO NOT COMPLETE INFORMATION ONLY - THIS STAGE

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	1. Health and Safety
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Measure	1.1 Effective management of workforce health and safety
Scope of measure	The Service Provider is managing the health and safety of the workforce and is completing RSAs within the required timeframe with resultant actions being completed.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.1b) The number of Joint Safety tours or audits undertaken and actions raised are effectively actioned	The number of joint safety tours or audits that are undertaken and completed, along with the resolution of actions raised.	None undertaken / No Data	0
AD - M&R			1-3 per year but no resulting actions, that are due in quarter, effectively addressed	2
AD - Design			1-3 per year with some resulting actions, that are due in quarter, effectively addressed	4
AD - CWF			1 per quarter and all resulting actions, that are due in quarter, effectively addressed	6
AD - SG&S			2 per quarter and all resulting actions, that are due in quarter, effectively addressed	8
Pavements			3 per quarter or more and all resulting actions, that are due in quarter, effectively addressed	10
Methodology		Suppliers and contractors are to report and record their participation at joint site safety tours or site audits. The joint site tours or site audits must be with at least one other community member or a Highways England Representative with the visit being formally recorded on the day by the hosting supplier. Records, of who the visiting parties were, outcomes and subsequent actions, if any, are to be made available for auditing by Highways England if requested. Should the visiting supplier, or Highways England representative, be unable to attend and participate in a prearranged joint safety tour or audit it is expected that this would be formalised by a communication to the hosting supplier outlining the reason for non-attendance. This may be a consideration on the local area finalisation of the supplier quarterly score. The scoring will be on a quarterly rolling basis. The measure supports community collaboration and learning together with the sharing of good health and safety practice. Leadership / safety tour forms can be that of the supplier / parent company, to avoid duplication, or that of Highways England.		
Data Source		Supplier Data		
Data Standard		AD Scorecard Data Standard, Pavements Scorecard		
Data input frequency		Rolling quarterly, the same score applies for 3 months		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.1c) Effective site access inductions.	The percentage of operatives sent to the Principal Contractors induction, passes the induction and fulfills the criteria to permit entry to site.	No data	0
AD - M&R			< 95% of operatives pass induction & are permitted site entry	2
AD - Design			≥ 95% and < 100% of operatives pass induction & are permitted site entry	4
AD - CWF			100% of operatives pass induction & are permitted site entry	6
AD - SG&S			Green standard sustained for 3 consecutive months.	8
Pavements			Achieve Blue (8) score and can evidence that no AirsWeb H&S submissions have been raised in relation to all inductees within 6 months of completing induction.	10
Methodology		The effective achievement of a successful induction for CWF or Pavements Contractors when attending site. The reasons for failures could include the lack of CSCS card, Drug & Alcohol test failure or turning up unannounced and not being booked onto the induction session. The measure combines a mixture of the operatives' competence, their ability to complete the site induction and the supplier's administrative processes. Scoring is presented as a percentage.		
Data Source		Supplier Data Suppliers are to provide the data on the number of site inductions undertaken by their staff, the number sent, the number successful passing the induction and providing the correct documentation to be allowed onto site, the number of not being allowed onto the site after the induction has been completed, the reason for any failure and subsequently not being allowed on site.		
Data Standard		AD Scorecard Data Standard, Pavements Scorecard		
Data input frequency		Monthly		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.1d) Effective and timely completion of H&S files to support delivery projects.	The completion and timeliness of the supply of the H&S files on completion of the project or scheme	No data	0
AD - M&R			>5 working days later than deadline as described in methodology.	2
AD - Design			Up to 5 working days later than deadline as described in methodology.	4
AD - CWF			Met deadline as described in methodology.	6
AD - SG&S			Up to 3 working days ahead of deadline as described in methodology.	8
Pavements			>3 working days ahead of deadline as described in methodology.	10
Methodology		<p>The metric measures the timing of the submission of the project/scheme Health and Safety files on completion of the project/scheme in order to ensure supplier collaboration, compliance and good practice. The Construction Works Framework partners, subcontractors and suppliers are to provide the Principal Contractor with the relevant information for the health and safety file to ensure timely submission. The Principal Contractor is to provide their own information and supply information from CWF partners, subcontractors and suppliers to the Principal Designer in order that the health & safety file can be continually updated via the as-built records. The Principal Designer then compiles final health & safety file to include as-built records, design information, operation and maintenance manuals and other related as-built information required for the successful completion of the health & safety file.</p> <p>Health and Safety File deadlines (deadlines include testing)</p> <ul style="list-style-type: none"> • The Construction Works Framework partners, subcontractors and suppliers to provide the Principal Contractor with all relevant information within two weeks of completion of the project or scheme. • The Principal Contractor to provide all relevant information to the Principal Designer within two weeks of receipt of all information from The Construction Works Framework partners and suppliers. • The Principal Designer to provide all relevant information to Highways England within four weeks of receipt of all information from the Principle contractor. <p>The health and safety file is defined as a file appropriate to the characteristics of the project, containing relevant health and safety information to be taken into account during any subsequent project. The file must contain information about the current project likely to be needed to ensure health and safety during any subsequent work, such as maintenance, cleaning, refurbishment or demolition.</p>		
Data Source		Supplier Data The Principal Contractor and Principal Design Contractor will supply data on the timing of the delivery of the health and safety file		
Data Standard		AD Scorecard Data Standard		
Data input frequency		Monthly		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	1. Health and Safety
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Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.1e) Percentage of scheduled Road Safety Audits (RSAs) with all outstanding actions completed to programme	The percentage of scheduled and outstanding RSAs completed to programme along with outstanding actions due in the period.	No Data	0
AD - M&R			Less than 90% of scheduled and outstanding RSAs completed AND less than 90% actions completed (OR Less than 90% outstanding RSA actions completed to the required time if there are no audits required in month).	2
AD - Design			90% to <100% of scheduled and outstanding RSAs completed AND <90% actions completed to the required time.	4
AD - CWF			100% of scheduled and outstanding RSAs completed AND <90% actions completed to the required time (or no actions due in period).	6
AD - SG&S			100% of scheduled and outstanding RSAs completed AND 90 - <100% of outstanding RSA actions also completed to the required time.	8
Pavements			100% of scheduled and outstanding RSAs completed AND 100% of outstanding RSA actions also completed to the required time.	10
Methodology		<p>Service Provider provides number of scheduled RSAs, and the percentage of RSAs completed to programme for RAG scores. Additionally, the proportion of resulting actions that have been completed on time is required to satisfy Blue (8) and Blue+ (10). This relates to all resulting actions – ones that were due in the period and the backlog. The Service Provider submits evidence of a backlog plan being in place to deal with any outstanding actions.</p> <p>Where no audits are required in month enter -999999 against the 'Percentage of scheduled RSAs' completed row. Similarly, if there are no actions due to be completed in month then enter -999999 against the 'Percentage of actions from scheduled RSAs completed' row.</p>		
Data Source		Service Provider's RSA records		
Data Standard		Provider Data Standard		
Data input frequency		RSAs: reported each calendar month		

Measure	1.2 Minimise accidents
Scope of measure	The Service Provider is measuring the frequency of accidents and incidents.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.2a) RIDDOR Accident Frequency Rate (AFR)	The current RIDDOR accident frequency for the Service Provider's organisation	No Data	0
AD - M&R			AFR > 0.13	2
AD - Design			AFR 0.13 ≤ and > 0.06	4
AD - CWF			AFR 0.06 ≤ and > 0.03	6
AD - SG&S			AFR 0 > and ≤ 0.03	8
Pavements			AFR = 0	10
Methodology		<p>AFR information is supplied as stated in IAN 128/15/Ar via AIRSWeb.</p> <p>AFR is calculated as all accidents reportable under RIDDOR in the rolling 12 month period, divided by the total number of hours worked in that period by the Service Provider's organisation, multiplied by 100,000.</p> <p>Reporting incidents under RIDDOR are:</p> <ul style="list-style-type: none"> • Reportable deaths and major injuries • Reportable over-seven-day injuries • Reportable disease <p>Notes for pavements suppliers: Pavements suppliers should enter their hours worked and reportable incidents into Airsweb per supplier per area. Pavements suppliers are to report under this structure, as set up in Airsweb, so the pavements framework is separately identifiable and should not list hours and incidents under a Tier 1 supplier where the pavements supplier is the Tier 2.</p>		
Data Source		AIRSWeb records		
Data Standard		Highways Data Standard (ASC), AD Scorecard Data Standard, Pavements scorecard		
Data input frequency		RIDDOR: this measure reflects performance on a rolling 12 month basis ending in the last month of the reporting period. The metrics are continuous across contract renewals, where the supplier remains the same.		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	1.2b) Severity-weighted Accident Frequency Rate (SWAFR) of the supply chain.	The severity-weighted accident frequency rate over a 12 month rolling average per 100,000 hours worked that includes non-RIDDOR minor injuries. SWAFR focuses on the outcome of accidents in terms of the severity of injury.	No Data	0
AD - M&R			SWAFR > 1.71	2
AD - Design			SWAFR 1.71 ≤ and > 1.37	4
AD - CWF			SWAFR 1.37 ≤ and > 1.00	6
AD - SG&S			SWAFR 1.00 ≤ and > 0	8
Pavements			SWAFR = 0	10
Methodology		<p>Severity Weighted Accident Frequency Rate is a broader measure of safety performance by also incorporating non-RIDDOR (Minor) reported accidents and numerating them in order of magnitude and impact; whereby:</p> <ul style="list-style-type: none"> • Fatality (RIDDOR-reportable) = 200 • Specified (RIDDOR-reportable) = 20 • Lost Time > 7 days (RIDDOR-reportable) = 1 • Minor Injuries (Non-RIDDOR) = 0.2 Lost Time ≥1day and ≤ 7 days <p>The implication of this scale is that the measure considers a major injury as the equivalent of 20 over seven-day reportable injuries. A fatality will be considered as the equivalent of 10 major injuries and 200 over seven-day reportable injuries. The relative scale used for the SWAFR is determined by the (societal) costs of injuries provided in the Department for Transport's (DfT's) Transport analysis Guidance (WebTAG). The benchmark figure for green is based on the national rolling 12 month average of 1.37 in January 2018 and red is based on 2011-12 of 1.71.</p>		
Data Source		AIRSWeb records		
Data Standard		Highways Data Standard, AD Scorecard Data Standard		
Data input frequency		SWAFR: this measure reflects performance on a rolling 12 month basis ending in the last month of the reporting period. The metrics are continuous across contract renewals, where the supplier remains the same.		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	3. Customer Service
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Measure	3.1 Minimise Customer Delay
Scope of measure	To optimise journey times for customers by providing good information to road-users thus enabling effective decision-making. When incidents do occur, react promptly and return network to use as soon as practicably possible to reduce the impact upon the travelling public.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.1a) Incident response/clearance: HE-led	Incidents - Achieving the performance requirement levels in Table 3.1 for all Service Provider attended Highways England led incidents, duration from lane closure through to lane opening (Performance Metric 2)	No data	0
AD - M&R			less than 80%	2
AD - Design			80 to <100%	4
AD - CWF			100%	6
AD - SG&S			Green standard achieved AND incidents cleared, on average, 50% ahead of target time.	8
Pavements			Green standard achieved AND incidents cleared, on average, 60% ahead of target time.	10
Methodology	<p>Incident response & clearance: AMOR Part 3, Table 3.1, outlines the different combinations of the fields Road Type/Emergency Services Present/Time of Day/Road Traffic Levels against which Incidents are cleared rapidly can be scored. All combinations may not occur during the qualifying period, in which case those combinations not occurring should be excluded from calculations. Each of the combinations is assessed to determine if the Service Provider has met the relevant target, and an overall score of the targets met as a percentage of the total applicable combinations is calculated</p> <p>Performance Metric 2 For each combination (maximum 9, does not apply to incidents where Emergency Services present) the mean of (Lane Opening) – (Lane Closure) for incidents in the qualifying period is compared to the target time and a pass or fail is awarded</p> <p>*Note: ASC to refer to the Asset Support Contract (ASC) Incident table and AD to refer to the Asset Delivery Incident table see Incident Data Standard(IDSA)</p>			
Data Source	Incident logs and performance reports			
Data Standard	Incident Data Standard, AD Scorecard Data Standard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.1b) Incident response/clearance: Emergency Services-led	Incidents - Achieving the performance requirement levels in Table 3.1 from incident command handover from the Emergency Services to Highways England, through to lane opening (Performance Metric 3)	No data	0
AD - M&R			less than 80%	2
AD - Design			80 to <100%	4
AD - CWF			100%	6
AD - SG&S			Green standard achieved AND incidents cleared, on average, 50% ahead of target time.	8
Pavements			Green standard achieved AND incidents cleared, on average, 60% ahead of target time.	10
Methodology	<p>Incident response & clearance: AMOR Part 3, Table 3.1, outlines the different combinations of the fields Road Type/Emergency Services Present/Time of Day/Road Traffic Levels against which Incidents are cleared rapidly can be scored. All combinations may not occur during the qualifying period, in which case those combinations not occurring should be excluded from calculations. Each of the combinations is assessed to determine if the Service Provider has met the relevant target, and an overall score of the targets met as a percentage of the total applicable combinations is calculated</p> <p>Performance metric 3 For each combination (maximum 9, applies to incidents where Emergency Services present only) the mean of (Lane Opening) – (CMD_HANDOVER_DATE_TIME) for incidents in the qualifying period is compared to the target time and a pass or fail is awarded</p> <p>*Note: ASC to refer to the Asset Support Contract (ASC) Incident table and AD to refer to the Asset Delivery Incident table see Incident Data Standard(IDSA)</p>			
Data Source	Incident logs and performance reports			
Data Standard	Incident Data Standard, AD Scorecard Data Standard			
Data input frequency	Calendar month			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	3. Customer Service
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Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.1c) NOMs: Measured management of Network Occupancy	Consolidated' measure summarising performance against the six operational level indicators: KPI 1: Real time updating of Network Event Manager (NEM) for Starts KPI 2: Real time updating of Network Event Manager (NEM) for Stops KPI 3: Overruns KPI 4: Postponements KPI 5: Cancellations KPI 6: Network Event Manager (NEM) not updated	No data	0
AD - M&R			< 85%	2
AD - Design			85% to < 95%	4
AD - CWF			95% to < 97%	6
AD - SG&S			97% to < 99%	8
Pavements			99% to 100%	10
Methodology	<p>Measures the supplier's cumulative performance of a series of six KPI levers that individually indicate effective management of the key components for co-ordinating the NOMs system and therefore managing occupancy on the network. The 'umbrella' performance metric is an average of the discrete operational indicators, which are detailed in the supporting guidance: <i>Basic scoping of the 24/7 and non-24/7 KPI reports</i> [linked] sets out criteria:</p> <p>KPI 1 - measures the timeliness of capturing the recorded actual start time of a scheduled item(s) in a network event. * NOMs to be updated with actual start time within a period between 20min before / 5min after recorded start time.</p> <p>KPI 2 - measures the timeliness of capturing the recorded actual stop time of a scheduled item(s) in a network event. * NOMs to be updated with actual stop time within a period between 5min before / 20min after recorded stop time.</p> <p>KPI 3 - measures that the system is updated with a revised Schedule Item Stop Time when the latest Planned Schedule Stop Time is known to be going to overrun. * Planned Schedule Stop time to be updated prior to, or up to 5mins after the Planned Schedule Stop time.</p> <p>KPI 4 - measures the timeliness of capturing a postponement of any Scheduled Item (s) in a network event. * NOMs to be updated with a revised planned start time no later than 20mins after the latest planned start time.</p> <p>KPI 5 - measures the timeliness of capturing a cancellation of any Scheduled Item(s) in a network event. * Cancel schedule action to be executed no later than 20mins after the latest planned start time.</p> <p>KPI 6 - measures the number of instances where Network Event Manager (NEM) should have been updated for any of the above KPIs, but was not updated (excluding any update required which resulted in a failure of KPIs 3, 4 and 5). * Refers to a Planned Schedule Start and/or Planned Schedule Stop that is more than 20mins in the past and does not have an Actual Start, Actual Stop or Cancel date/time associated with it.</p> <p>AD: Joint delivery of the NOMs metric between HE and suppliers will be recognised through the RAG score therefore responsibility is then not solely with the supplier, and will aid with representing the end to end customer experience to which all parties may contribute towards.</p> <p>The metric will be measured at area level not by individual supplier, therefore, M&R and CWF within Asset Delivery will share their overall performance score.</p> <p>For this metric, where scores represent an Area score, rather than a score which is attributed purely to an individual supplier, then QMPs and NCRs should not be raised for Asset Delivery contracts (only).</p> <p>*Note: Network Event Manager (NEM) is a component of the Network Occupancy Management (NOMs) system and is measured at area level. NOMs has superseded Schedule of Roadworks (SRW).</p>			
Data Source	Network Occupancy Management (NOMs)			
Data Standard	Highways Data Standard, AD Scorecard Data Standard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.1g) Severe Weather: Appropriate precautionary salting provided	The percentage of precautionary treatments for each route (including turnaround where applicable) delivered within the precautionary treatment and turnaround time as stated within the Severe Weather Plan	No data	0
AD - M&R			<98% treatments within target time	2
AD - Design			98% to <100% treatments within target time	4
AD - CWF			100% treatments within target time	6
AD - SG&S			Green standard achieved for two consecutive months. Awarded on the second instance onwards.	8
Pavements			Green standard is achieved for four consecutive months. Awarded on the fourth instance onwards.	10
Methodology	<p>In the Winter Period these metrics should always be scored. To achieve a green a salting run must have been carried out. Outside of the Winter Period it should be scored N/S unless severe winter weather conditions were experienced in which case it should be scored as per the RAG guidance. All occurrences of routes not treated within target time must be included. If it is felt that the occurrence was outside of the Service Provider's control, this should be reflected in the scoring and the associated comments.</p> <p>To achieve blue or blue+, 2 or 4 months consecutive performance at the green standard is required. Blue and blue+ will be reset over the summer period; any green standard scored in the preceding winter will not contribute to the blue or blue+ scoring in the following winter.</p>			
Data Source	Service Provider records			
Data Standard	Provider Data Standard (ASC), AD Scorecard Data Standard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.1h) Severe Weather: Instances of running lanes being available in accordance with the Severe Weather Plan	Percentage of instances where running lanes were available in accordance with the Severe Weather Plan as provided by the Service Provider	No data	0
AD - M&R			<98% availability of running lanes	2
AD - Design			98% to <100% availability of running lanes	4
AD - CWF			100% availability of running lanes	6
AD - SG&S			Green standard achieved for three consecutive months. Awarded on the third instance onwards.	8
Pavements			Green standard is achieved for six consecutive months. Awarded on the sixth instance onwards.	10
Methodology	<p>In the Winter Period these metrics should always be scored. Outside of the Winter Period it should be scored N/S unless severe weather conditions were experienced in which case it should be scored as per the RAG guidance</p> <p>All incidences of running lane unavailability must be included - if it is felt that the incident was outside of the Service Provider's control, this should be reflected in the scoring and the associated comments.</p> <p>Highways England regions should check reported instances against known issues.</p>			
Data Source	Service Provider records			
Data Standard	Provider Data Standard (ASC), AD Scorecard Data Standard			
Data input frequency	Calendar month			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	3. Customer Service
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Measure	3.3 Driving customer satisfaction
Scope of measure	Ensuring that aspects of maintenance and management on the network that have been highlighted in surveys as being significant influences on customer satisfaction are effectively managed. Driving good correspondence with our customers when they engage with Highways England.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3a) Litter clearance is undertaken in accordance with AMOR requirements (ASC) or the accepted programme set out in CRMDP (AD)	Percentage of planned litter clearance activities that were actually completed as required by AMOR / CRMDP	No data	0
AD - M&R			less than 95%	2
AD - Design			95 to <100%	4
AD - CWF			100% litter clearance as per AMOR requirements	6
AD - SG&S			6 criteria met AND supplier can provide evidence of one or more litter management activities (in line with the litter management strategy, and as approved by the National Litter Working Group) which have been accepted as notable best practice by Highways England.	8
Pavements			6 AND 8 criteria met and supplier can evidence that best practice identified and accepted within the definition of the 8 scoring criteria has been either (i) deployed on a contract delivered by another Supplier or (ii) led to Highways England processes being changed and improved	10
Methodology	<p>ASC refer to AMOR Part 15 to understand what elements of sweeping and cleaning are in and out of scope. This requirement is defined as delivering full litter clearance of motorway hard shoulders, verges, paved areas and amenity areas to Grade A of EPA Code of Practice on Litter and Refuse. Compliance with this standard of cleanliness on the network is determined by the Maintenance Requirements Plan (MRP).</p> <p>AD to refer to the Cyclic and Reactive Maintenance Delivery Plan and the Required Level of Service (CRMDP).</p>			
Data Source	Service Provider's inspection, sweeping and cleaning records. Evidence of approval from the National Litter Working Group is required for blue and blue+ scores. One piece of approved best practice applies for 3 months of scoring. After the three month duration, a new piece of evidence is required to maintain blue or blue+ scores.			
Data Standard	Provider Data Standard, AD Scorecard Data Standard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3h) Percentage of sampled correspondence that meets HE quality assessment criteria	Percentage of randomly sampled customer correspondence that satisfies the Correspondence Quality Scorecard requirements	No data	0
AD - M&R			<70% quality target achieved	2
AD - Design			70 to <90% quality target achieved	4
AD - CWF			90 to <95% quality target achieved	6
AD - SG&S			95 to <98% quality target achieved	8
Pavements			98 to 100% quality target achieved	10
Methodology	As per the Highways England writing reactive customer correspondence guidance document. Percentage of randomly sampled customer correspondence that satisfies the Correspondence Quality Scorecard requirements.			
Data Source	Highways England customer development team			
Data Standard	Highways Data Standard			
Data input frequency	Calendar month			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	3. Customer Service			
Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3i) Workforce Understanding of Customer Service	Percentage of workforce completing customer service survey	No data	0
AD - M&R			Survey completed by <10% of the workforce	2
AD - Design			Survey completed by ≥10% of the workforce and <25%	4
AD - CWF			Survey completed by ≥ 25% of the workforce and <50%	6
AD - SG&S			Survey completed by ≥ 50% of the workforce and <75%	8
Pavements			Survey completed by ≥ 75% of the workforce (including Tier 2s)	10
Methodology		<p>3.3i) "Customer service is intrinsically linked to customer satisfaction - it's important that our entire workforce are aware of who our customers are, their needs, and how to address those needs"</p> <p>The supplier workforce will complete a short online customer service survey, comprising of a series of multiple-choice questions. The survey is expected to take around 15 minutes to complete, and supplier staff and workers will complete the test once-a-year. Highways England will collate and communicate the number of surveys completed each quarter, and the supplier is expected to demonstrate the total size of its workforce - the number of staff and workers associated with HE works for over one month within the preceding 12 months - and to provide evidence if requested (which may be audited by HE). The supplier will be recognised for the proportion of staff/workers who have completed the survey to date at the time of scoring (not the score achieved). The green standard will be attained by those who have a quarter of their workforce complete it, with a view that 100% would complete within 12 months (personnel will not be required to complete the test more than once every 12 months). Higher scores will be attained for exceeding this threshold and including Tier 2 workforce (where applicable).</p> <p>*Note: Link to the survey is as follows: https://www.surveymonkey.co.uk/r/R7V5DY7.</p>		
Data Source		HE customer survey data		
Data Standard		Highways Data Standard, AD Scorecard Data Standard		
Data input frequency		Rolling quarterly, the same score applies for 3 months.		
Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3j) Customer satisfaction - Litter	Customer litter contact score, based on customer compliments and complaints through the Customer Contact Centre divided by traffic volume	No data	0
AD - M&R			Total contact score is less than -30	2
AD - Design			Total contact score is less than -10 and ≥ -30	4
AD - CWF			Total contact score is -10 or greater	6
AD - SG&S			Total contact score is -10 or greater, and improves by 25% or more	8
Pavements			Total contact score is -10 or greater, and improves by 75% or more	10
Methodology		<p>3.3j) "Litter management is a high profile issue that has a significant impact on customer satisfaction, which is reflected in the interactions that HE has with our customers through the Customer Contact Centre"</p> <p>The volume of litter-related customer compliments and (stage one) complaints handled by the Highways England Customer Contact Centre will be tracked per Area. Points will be assigned to each type of customer contact, in accordance with the impact and significance (compliment = 5 points, complaint = -3 points). HE will calculate a weighted customer litter contact score by aggregating the total points for the preceding 12 months (in order to account for seasonal variations) and dividing this by the traffic volume for the area (for comparability); this score (per billion vehicles) will be communicated with suppliers on a quarterly basis. The supplier will be recognised for increasing the customer litter contact score, with an emphasis on delivering positive customer outcomes - keeping down the number of complaints while maximising the number of compliments - and the highest scores will be attained where the score has been significantly improved quarter-on-quarter.</p> <p>*Note: Traffic volume will be based on 12 months traffic volume to account for seasonal variation.</p>		
Data Source		3.3j) Customer Call Centre log		
Data Standard		3.3i-l) Highways Data Standard, AD Scorecard Data Standard		
Data input frequency		3.3i-l) Rolling quarterly, the same score applies for 3 months.		
Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3k) Customer satisfaction - Personal injury and vehicle damage	Number of customer claims (cumulative 12-month total) passed on to the supplier divided by area traffic volume	No data	0
AD - M&R			Claims score of more than 6	2
AD - Design			Claims score of > 2 and ≤ 6	4
AD - CWF			Claims score of ≤ 2	6
AD - SG&S			Claims score of ≤ 2, and improves by 25% or more	8
Pavements			Claims score of ≤ 2, and improves by 50% or more	10
Methodology		<p>3.3k) "Significant customer dissatisfaction results from personal injury, damage caused to vehicles and property, which can be alleviated by addressing the root cause of the damage, and will result in fewer 'red claims'"</p> <p>The number of claims made by our customers and passed on to the supplier (the point at which the handling of the claim is taken on by the supplier to deal with, having not provided adequate evidence to refute the claim) is tracked. HE will calculate a red claim score by aggregating this data for the preceding 12 months and dividing it by traffic volume for the given area, and will be communicated on a periodic basis. The supplier will be recognised for keeping the number of red claims, to a minimum, and for substantial improvements over that period.</p> <p>*Note: Traffic volume will be based on 12 months traffic volume to account for seasonal variation.</p>		
Data Source		Red claims data		
Data Standard		Highways Data Standard, AD Scorecard Data Standard		
Data input frequency		Rolling quarterly, the same score applies for 3 months.		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	3. Customer Service
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Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	3.3) Customer Feedback	Customer feedback score based on cumulative 12-month weighted total of customer compliments and complaints through the CCC divided by traffic volume	No data	0
AD - M&R			Total feedback score is less than -200	2
AD - Design			Total contact score is less than -100	4
AD - CWF			Total contact score is -100 or greater	6
AD - SG&S			Total contact score is -100 or greater, and improves by 25% or more	8
Pavements			Total contact score is -100 or greater, and improves by 50% or more	10
Methodology	<p>3.3) "Customer feedback is a clear indicator of satisfaction (or dissatisfaction) - with the root cause of a compliment or complaint often not limited to the customer responsible- and there is an opportunity to address this"</p> <p>The volume of customer compliments and (stage one) complaints handled by the Highways England Customer Contact Centre will be tracked per area. Stage one complaints are defined as Local Resolution: "If our [Highways England] customer contact centre can't provide an answer or you [the customer] aren't happy with their initial response, they'll ask the relevant area of our business to investigate and respond".</p> <p>Points will be assigned to each in accordance with the impact and significance of the feedback - with 5 points for each compliment and -3 points for a complaint. The CPF will calculate a weighted customer feedback score by aggregating the total points for the preceding 12 months (in order to account for seasonal variations) and dividing it by the traffic volume for the area (for comparability); this score (points per billion vehicles) will be communicated to suppliers on a quarterly basis.</p> <p>The supplier will be recognised for the total customer feedback score, with an emphasis on delivering positive customer outcomes - keeping number of complaints down to a minimum, and maximising compliments - and the highest scores will be attained where the score has been significantly improved quarter-on-quarter.</p> <p>Joint delivery of the customer feedback metric between suppliers will be recognised through the RAG score therefore responsibility is then not solely with individual suppliers, and will aid with representing the end to end customer experience to which all parties may contribute towards.</p> <p>The metric will be measured at area level not by individual supplier. Therefore, M&R, CWF and Pavements suppliers within Asset Delivery areas will share their overall performance score. Equally, ASC and Pavements suppliers will share the overall performance score in ASC areas.</p> <p>For this metric, where scores represent an Area score, rather than a score which is attributed purely to an individual supplier, then QMPs and NCRs should not be raised for Asset Delivery or Pavements contracts (in Asset Delivery areas only).</p> <p>*Note: Traffic volume and complaints data will be based on 12 months of data to account for seasonal variation.</p>			
Data Source	Highways England Customer Call Centre log and Traffic Volume Data. Score is calculated by the Supplier Performance Team.			
Data Standard	Highways Data Standard (ASC), AD Scorecard Data Standard, Pavements scorecard			
Data input frequency	Rolling quarterly, the same score applies for 3 months.			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	4. Sustainability
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Measure	4.1 Manage environmental sustainability
Scope of measure	To measure the use of natural resources and the amount of waste that is generated.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	4.1a) Measure carbon emissions	Quantity of carbon emissions per £million of contract spend	No Data	0
AD - M&R			More than 200t/£m	2
AD - Design			More than 150t/£m and up to 200t/£m	4
AD - CWF			100t/£m to 150t/£m	6
AD - SG&S			Less than 100t/£m	8
Pavements			Achieve blue (8) & reduce the 12 month rolling average of carbon emissions by more than or equal to 10% (alternatively carbon emissions are zero)	10
Methodology		Use Highways England's Carbon Calculation Tool (CCT) to assess the carbon emissions that have been generated in the delivery of the Services during the period. Divide the total carbon emissions by the contract spend in the period to calculate the tonnes of carbon per million spend. For blue+ scores, the rolling 12 month result is the prior four quarters carbon per million spend, not inclusive of the current quarter.		
Data Source		Service Provider's information submitted in the HE Carbon Calculation Tool (CCT), Oracle Fusion WD6 report (for ASC contract spend, for AD use the spend figure entered into the Carbon Calculation Toolkit) For ASC Carbon Capture Tool returns should be submitted to the Highways England Sustainability inbox by the 20th calendar date of the month directly following each quarter: sustainability@highwaysengland.co.uk . For AD submit the Carbon Calculation Toolkit into your local Highways England Area team. Carbon Calculation Toolkits will be aggregated into a single toolkit for the area for submission to the sustainability team.		
Data Standard		Highways Data Standard & Oracle Fusion (ASC), AD Scorecard Data Standard		
Data input frequency		Rolling quarterly, the same score applies for 3 months. New scores entered in the following reporting periods: YYYY04, YYYY07, YYYY10, YYYY01		

Measure	4.2 Manage social sustainability
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Scope of measure	Measure the performance of the Service Provider in attracting, retaining and enabling a diverse workforce and in delivering an inclusive service to diverse customers and communities.
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Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	4.2a) Throughout the life of the contract employment intelligence is gathered and analysed and acted upon to identify opportunities to improve the inclusiveness of the working culture and diversity of the workforce.	Opportunities to improve diversity and inclusion across the contract workforce as a whole are identified through analysis of employment intelligence. Inclusion Action Plan based on analysis of intelligence is being delivered and making a difference	No employment intelligence gathered and no intelligence based plan	0
AD - M&R			Employment Intelligence has not been used to identify opportunities to improve and no actions or plan in place to address	2
AD - Design			Employment Intelligence has not been used to identify opportunities to improve but actions and plan are in place to address this	4
AD - CWF			Basic employment intelligence is gathered and analysed to identify opportunities and an Intelligence based plan is in place which is being fully implemented.	6
AD - SG&S			Good intelligence gathered and used to develop the IAP. The plan is in place and being fully implemented and can show the difference being made.	8
Pavements			Robust intelligence is gathered and used to develop the IAP. The plan is in place and is being fully implemented. Evidence provided that the tangible benefit/difference made has led to a case study and good practice being shared widely.	10
Methodology		<p>The Road Investment Strategy, Construction 2025 and Highways England's Public Sector Equality Duty Objectives set out requirements to drive improved programme outcomes through a focus on diversity and inclusion. The three priority performance areas are:</p> <ul style="list-style-type: none"> To develop an inclusive working culture across all organisations involved in the contract To attract, retain and develop a greater diversity of people from a wider talent pool to meet the resourcing needs of the sector To deliver a more socially sensitive Strategic Road Network (SRN) that is a better neighbour to communities impacted by the contract - including delivery of the Accessibility Strategy. <p>This metric requires the delivery of an intelligence-based Inclusion Action Plan that makes a difference, taking manageable but stretch steps to improve performance in these areas.</p> <p>Throughout the contract, employment intelligence on all tiers and organisations working on the contract is sought and analysed to identify opportunities and an intelligence based inclusion action plan is developed to improve the inclusiveness of the working culture and the diversity of the workforce across pay quartiles & occupational groups. The dataset in the initial reporting period is used as a baseline. Data is shared with Highways England on request.</p> <ul style="list-style-type: none"> Basic intelligence includes data on levels of inclusion experienced (evidenced through cultural/engagement/behavioural surveys including HE's collaborative behavioural measurement) Good intelligence also includes data on changes in workforce profile (recruitment, promotion, exits) Robust intelligence also includes disaggregation of the above by age, gender, disability and race 		
Data Source		Supply chain employment, service delivery intelligence and Inclusion Action Plan		
Data Standard		Provider Data Standard (ASC), AD Scorecard Data Standard		
Data input frequency		Rolling quarterly, the same score applies for 3 months. Blue and Blue+ scores require approval from the social sustainability team.		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme		4. Sustainability		
Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	4.2b) Throughout the life of the contract customer and community intelligence is gathered, analysed and acted upon to deliver a more socially sensitive SRN and be a better neighbour to communities impacted by the contract	Opportunities to address diversity and inclusion needs of customers and communities impacted by the contract are identified through analysis of intelligence. Inclusion Action Plan based on analysis of intelligence is being delivered and making a difference	No customer and communities intelligence gathered	0
AD - M&R			Intelligence gathered has not been used to identify opportunities to improve and no actions or plan are in place to address this	2
AD - Design			Intelligence gathered has not been used to identify opportunities to improve but actions and plan are in place to address this	4
AD - CWF			Basic customer and communities intelligence is gathered and analysed to identify opportunities and an Intelligence based plan is in place which is being fully implemented.	6
AD - SG&S			Good intelligence gathered and used to develop the IAP. The plan is in place and being fully implemented and can show the difference being made.	8
Pavements			Robust Intelligence is gathered and used to develop the IAP. The plan is in place and is being fully implemented. Evidence provided that the tangible benefit/ difference made has led to a case study and good practice being shared widely.	10
Methodology		<p>The Road Investment Strategy, Construction 2025 and Highways England's Public Sector Equality Duty Objectives set out requirements to drive improved programme outcomes through a focus on diversity and inclusion. The three priority performance areas are:</p> <ul style="list-style-type: none"> To develop an inclusive working culture across all organisations involved in the contract To attract, retain and develop a greater diversity of people from a wider talent pool to meet the resourcing needs of the sector To deliver a more socially sensitive Strategic Road Network (SRN) that is a better neighbour to communities impacted by the contract - including delivery of the Accessibility Strategy. <p>This metric requires the delivery of an intelligence-based Inclusion Action Plan that makes a difference, taking manageable but stretch steps to improve performance in these areas.</p> <p>Throughout the contract, intelligence on customer and communities is gathered and analysed to identify opportunities and an intelligence based inclusion action plan is developed to deliver a more socially sensitive SRN and be a better neighbour to communities impacted by the contract - particularly those who are vulnerable as a result of a protected characteristic. The dataset in the initial reporting period is used as a baseline. Data is shared with Highways England on request.</p> <ul style="list-style-type: none"> Basic intelligence includes data on: <ul style="list-style-type: none"> demographic composition of those affected by the contract the specific needs of particular groups (including those with protected characteristics) affected by the contract the specific locations on the stretch of SRN covered by the contract where inclusive design and accessibility are a relevant consideration. <p>Highways England's Equality, Diversity and Inclusion Tool (EDIT) has been designed to support contracts with the community aspects of the above</p> <ul style="list-style-type: none"> Good intelligence also incorporates the outputs from direct liaison with groups identified above. Robust intelligence also incorporates learning from relationships built with groups identified above. <p>Where it is agreed that a specific contract does not provide an opportunity to influence this area, it will be marked not applicable. The appropriate Highways England department will validate the Opportunities identified.</p> <p>*Note - Equality impact assessments and Highways England's Equality, Diversity and Inclusion Tool (EDIT) have been designed to support contracts with the community aspects of the above.</p>		
Data Source		Supply chain employment, service delivery intelligence and Inclusion Action Plan		
Data Standard		Provider Data Standard (ASC), AD Scorecard Data Standard		
Data input frequency		Rolling quarterly, the same score applies for 3 months. Blue and Blue+ scores require approval from the social sustainability team.		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	4. Sustainability
Measure	4.3 Manage economic sustainability
Scope of measure	Improved sustainability of the supply chain; promoting economic growth through small and medium enterprises (SMEs) timeliness and security of payment for Tier 2+ supply chain.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	4.3a) Pay via the project bank account	The percentage of the supply chain, by value, paid directly via the Project Bank Account	No data OR no supply chain spend going through the PBA OR average of four parts of metric in PBA Tracker <2	0
AD - M&R			Average of four parts of metric in PBA Tracker ≥2 and <4	2
AD - Design			Average of four parts of metric in PBA Tracker ≥4 and <6	4
AD - CWF			Average of four parts of metric in PBA Tracker ≥6 and <8	6
AD - SG&S			Average of four parts of metric in PBA Tracker ≥8 and <10	8
Pavements			Average of four parts of metric in PBA Tracker = 10	10
Methodology		<p>Project Bank Accounts are a Cabinet Office and contractual requirement with significant effects on sustainability through Supplier cash flow. RIS Performance Specification PI: Meet the Government target of 25% Small and Medium sized Enterprise (SME) direct and indirect spend.</p> <ul style="list-style-type: none"> • Payment is defined as cleared funds being available to the Supplier. • Suppliers should demonstrate that a Project Bank Account (PBA) is being operated effectively, with view only access enabled for Highways England and is being used to pay the supply chain promptly in accordance with the Highways England Fair Payment Charter. • Should the Tier 1 contractor go into insolvency, the monies in the PBA account due for payment to the signed up supply chain is secure and can only be paid to them. <ul style="list-style-type: none"> • Monitors the proportion of the supply chain by value that are being paid via the PBA within one calendar month of the application for payment being submitted to Highways England. • The value of work performed by Tier 2+ Suppliers that have declined to join the PBA (having been offered the opportunity) is excluded from the calculation and written evidence needs to be provided to HE on why they do not want to sign up to be paid via the PBA. Highways England will at anytime contact that tier 2/3 directly to improve their knowledge and understanding of PBAs so they understand the benefits of getting paid directly via the PBA. • Additional scores will be awarded to tier 1 to get tier 3 to sign Joining Deed. The Tier 2 can demonstrated the prompt payment going out from their account to their Tier 3 once tier 1 pays them. This information/evidence is to be submitted directly to Commercial at Highways England by Tier 2. <ul style="list-style-type: none"> • Monitors the length of time in calendar days that it takes for the Supplier to pay its supply chain (including Tier 2 and Tier 3+) joined to the PBA, following Highways England deposit of funding into the PBA. Commercial Intelligence calculates the score by when a majority of the funds have been deposited into the PBA by Highways England. • Payments outside the PBA are made in accordance with the Fair Payment target: 26 calendar days (7 from Assessment Date + 19 from due date) for tier 2, and 30 calendar days (7 from Assessment Date + 23 from due date) for tier 3. • The Assessment/application/invoice date is as specified in Tier 2/3 contract produced by the Tier 1. • SMEs are defined by the European Commission as having <250 FTE staff and either an annual turnover of ≤€50m or an annual balance sheet total of ≤€43m. • The Government target cited in the Delivery Plan is 25%. • Ramboll can be excluded from the calculation where their deployment is directly instructed by Highways England. No other supplier at this stage will be excluded, however other similar examples should be highlighted • Commercial Intelligence calculates the SME percentage from the full application amount (not from Tier 2/3 only). <p>*Note: An aggregated score of all of the above is calculated through the use of PBA Tracker by the Ops Supply Chain Performance Team. The score is an average of the CPF score results, shown in the PBA tracker, for the following four aspects: Average % of supply chain, by value paid directly via the PBA, Payment Days to PBA Suppliers, Payment Days to Non-PBA Suppliers (Tier 2, Tier 3 and Material Suppliers), Percentage of spend to SME's.</p>		
Data Source		<p>PBA Tracker and additional evidence as below:</p> <ul style="list-style-type: none"> - Monthly management reports from the Provider (PBA Tracker)/Tier 2 reporting data - Project Bank Account records (PBA trackers and bank statement) - Main bank account statements / BACs receipt / Remittance receipts - Signed prompt payment charter - Joining Deeds - Documented process to encourage SME procurement and to make SMEs appropriate amendments to the subcontracts. 		
Data Standard		Provider Data Standard (ASC), Pavements scorecard		
Data input frequency		<p>Calendar month. Score is calculated from monthly submission of the Project Bank Account Tracker</p>		

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Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	5. Quality
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Measure	5.2 Effectiveness of quality management system
Scope of measure	To measure the effectiveness and collaborative nature of the Service Provider's Quality Management System

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	5.2a) The number of Quality Management Points or valid Quality Warning Notice.	The total number of Quality Management Points not cleared at the time of reporting OR Quality warning Notice was issued or in effect during the period.	No data	0
AD - M&R			30 or more QMPs <u>OR</u> quality warning notice was issued or in effect within the period	2
AD - Design			20-25 QMPs	4
AD - CWF			15 QMPs	6
AD - SG&S			10 to 5 QMPs	8
Pavements			0 QMPs	10
Methodology	<p>If the Service Provider fails to comply with the Quality Management System (including the failure to correct non-conformities in the agreed timescales), the Service Provider accrues Quality Management Points in line with the Quality Table in Contract Data Section 4, or Section 2.29 of the framework information for Pavements.</p> <p>Pavements: Where Quality Management Points are not self identified and accrued from the pavements supplier they will be assigned from the Project Manager or Sponsor when working on Major Projects works, or through the Service Manager when working on Operations works.</p> <p>*Note for ASC: When QMPs are submitted in more than one reporting period on the QMP data sheet the following aspects should be kept consistent in all data sheet submissions of that QMP: -QMP reference number, -Award type, -Awarded against, -Sub-process, -Awarded in date. Additionally, each new QMP that is raised should be given a unique QMP reference number – reference numbers of resolved QMPs should not be re-used.</p> <p>i) The total number of Quality Management Points not cleared at the time of reporting In the event that any QMPs have been cleared in the month, you should also be submitting a new line item that indicates that the area has 0 QMPs with no clear date. Any month thereafter where QMPs are awarded you will clear the previous active 0 and replace it with the newly awarded QMP value</p> <p>ii) Quality Warning Notice issued or in effect during the period. In the event of any quality warning notice being issued the data standard should state an award type of "WARNING" resulting in quality management points being awarded, therefore, leave QMP value blank as points are awarded via CPF.</p>			
Data Source	Service Provider / Supplier records, QMP register			
Data Standard	QMP Data Standard, AD Scorecard Data Standard, Pavements scorecard			
Data input frequency	Monthly			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	5.2c) Establishing Collaboration Principles, Processes and Plans	Robust business practices enabling collaborative behaviours to underpin a fully integrated project team are evident	No data	0
AD - M&R			Collaboration values and principles are in place.	2
AD - Design			A behavioural improvement plan is in place, actions may be outstanding beyond planned dates. The project board have been inducted into the collaborative approach.	4
AD - CWF			The full integrated project team have been inducted into the collaborative approach and are included in the scope of behavioural maturity assessment. Behavioural improvement plan actions are progressed in line with planned dates.	6
AD - SG&S			The extended delivery team has been inducted into the collaborative approach and a behavioural maturity assessment has been carried out and findings are integrated into improvement plans. A collaborative project has demonstrated the generation of a tangible benefit which is accepted by the appropriate review team.	8
Pavements			Supplier can evidence that the benefit demonstrated within the definition of the 8 scoring criteria has been either (i) deployed on a contract delivered by another supplier on another programme or (ii) led to Industry processes being changed and improved.	10
Methodology	<p>The expectations are that both suppliers and clients will:</p> <ul style="list-style-type: none"> • Agree the scope of the collaborative relationship. • Set out the core principles, values, beliefs and behaviours which will contribute to a collaborative culture to enable leaders to communicate a consistent and clear message about how business will be conducted (e.g. on conflict resolution and decision making). • Agree how collaborative capability and behaviours will be developed and supported. This will ensure that training on the nature of collaboration, and the relationships and behaviours necessary to achieve it, is delivered to relevant people. This will require deliberate efforts and continuing commitment from the leadership of all the organisations involved, which must be reaffirmed when new partners join, and reviewed at the start of each project Phase. • A Collaborative Behavioural Improvement Plan is essential to help the team understand how behaviours impact delivery and drive improvements in performance. The plan will initially scope the delivery of, and subsequently be derived from the outputs from, a Collaborative behavioural maturity assessment, such as the 'Behavioural Maturity Framework' (BMF). That must then be undertaken by all parties within the delivery team on a regular basis to ensure collaboration behaviours develop. The assessment should identify the extent to which collaboration behaviours are being demonstrated, and collaboration principles and values are being adopted. • Engagement on collaborative projects which will pursue and generate tangible benefits, which are likely to cover an innovation, product or service that was not in scope • The 'appropriate team' for validating benefits in this metric (for higher scores) can vary depending on the nature of the example being cited. In some cases it would be the HE Project Team in others it may be a peer review. It is the responsibility of the supplier to obtain written confirmation of this team's agreement/concurrence and submit this with the CPF submission. <p>Pavements suppliers: Scores will be put forward by each individual supplier, along with supporting evidence, at Pavements Framework Community Meetings. The score will need to be agreed at that meeting, with the agreement of Highways England and other suppliers on the framework.</p>			
Data Source	Service Provider / Supplier Data and Evidence			
Data Standard	Provider Data Standard (ASC), AD Scorecard Data Standard, Pavements scorecard			
Data input frequency	Rolling quarterly, the same score applies for 3 months. Blue or Blue + scores require a piece of evidence or case study from the past six months.			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	5. Quality
Measure	5.4 Maintenance and operational service is delivered to the required quality
Scope of measure	To monitor maintenance and operational services and ensure delivery is in accordance with Highways England quality requirements

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	5.4f) Planned work is defect-free or service is fit for purpose	Percentage of schemes/Task Orders reported with defects requiring remedial work during the defects period	No Data	0
AD - M&R			One or more defects have been reported on more than 10% of schemes/Task Orders in their defects period during the month	2
AD - Design			One or more defects have been reported on 1-10% of schemes/Task Orders in their defects period during the month	4
AD - CWF			No defects have been reported on any schemes/Task Orders in their defects period during the month	6
AD - SG&S			There have been no reported defects on any schemes/Task Orders in their defects period in the last 3 months	8
Pavements			There have been no reported defects on any schemes/Task Orders in their defects period in the last 6 months	10
Methodology	<p>The metric is concerned with defects that arise, or are still outstanding, at completion of works, up until the defects date.</p> <p>Supplier submits total number of task orders that require defect rectification out of the total number of task orders that are in their defects period (i.e. between completion of works and the defects date) during the reporting period as a percentage. For Pavements suppliers the defects period is 52 weeks from completion of works. For CWF suppliers the defects period may vary dependent upon the type of work completed but should be specified in task order or contractual documentation.</p> <p>Asset Delivery: If there is only one supplier for the scheme then the defect period starts at the end of the scheme (CWF suppliers). Where there are multiple CWF suppliers on a scheme the defect period, for the purposes of CPF, will start at the end of that suppliers part of the works (i.e. task order). The defect period initiates directly after the work has been completed.</p> <p>Pavements: For Pavements suppliers the defect period, for the purposes of CPF, will start at the end of that suppliers part of the works (i.e. task order).</p>			
Data Source	Supplier Data			
Data Standard	AD Scorecard Data Standard, Pavements scorecard			
Data input frequency	Calendar month			

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Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	6. Time
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Measure	6.1 Forecast timescales accurately
Scope of measure	6.1a) To measure the accuracy of time predictions on all live Capital Schemes which have reached <i>Actual Completion of Construction (Milestone 6)</i> . The measure is designed to reflect the impact on customers and Highways England of changes to programme for the delivery of schemes. 6.1b) To measure programme delivery in terms of the forecasted scheme completion against the actual.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.1a) Variance in construction duration from baseline	Average variance in days, for all eligible schemes, in the period between Milestones 5 to 6 as predicted at Milestone 4, compared to the actual period between Milestones 5 to 6.	No data	0
AD - M&R			Variance is greater than ± 10 days	2
AD - Design			Variance is ± 10 days or less	4
AD - CWF			Variance is ± 5 days or less	6
AD - SG&S			Variance is ± 3 days or less	8
Pavements			Variance is ± 1 day or less	10
Methodology		<p>Valid for all live Capital schemes</p> <p>The Service Provider provides milestone dates for entry into Oracle Fusion. The CPF+ database will score each of the metrics only once for each PIN, at the month the milestone concerned is entered into Oracle Fusion. The baseline design dates for a scheme raised in-year are those initially entered into Oracle Fusion for the scheme.</p> <p>Oracle Fusion will be used on a monthly basis to extract planned dates. HOWEVER, changes (re-baselines) will only be taken into account if accompanied by an 'authorised change' entry within the Scheme data standard for re-baseline type of 'TIME' (or 'BOTH' where the Scheme has also been re-baselined for cost). A metric that has already been scored is not revised when data is re-baselined. Where unauthorised changes are made a data quality flag is raised and the re-baseline rejected. On any Scheme the variance between the actual and predicted dates for each metric is negative if an actual date is earlier than predicted and positive if an actual date is later than predicted. The variance between actual and predicted durations is negative if the actual duration is shorter than predicted and positive if the actual duration is longer than predicted.</p> <p>Where schemes may be entirely outside of Service Provider control the Regional Team may provide a list of PINs to Operations Supply Chain Performance to be removed from calculations. Reasons for exclusion are as follows:</p> <ol style="list-style-type: none"> 1. No Service Provider involvement at any stage e.g. contract-dependent schemes which are delivered through PSF/ASF/CDF 2. No Service Provider involvement at any stage e.g. schemes delivered by Major Projects (SMART Motorways) 3. No Service Provider involvement at all e.g. routine maintenance/resource PINs that are managed and forecast by Highways England such as local authority payments etc. 4. When a scheme is designed by the Service Provider but handed over to SMART Motorways (or other contractor) to deliver the construction element and no supervision or other duties are being carried out by the Service Provider during construction. <p>*Note: these schemes may only be excluded after hand over from the Service Provider. Any exclusions from this metric must have been approved by the Service Manager</p> <p>The baseline may be updated for:</p> <ul style="list-style-type: none"> • An instructed change of scope • Very extreme weather (not simply heavy snow in winter). A Red Alert from the Met Office is required to qualify • Instructions by the Service Manager, e.g. politically sensitive Schemes being bought forward and therefore delaying other works • Emergency works taking priority and delaying other works • Highways England failure to respond to key governance, e.g. ROB approvals. The Service Provider must demonstrate they have done everything possible to proceed and not simply waited for Highways England response • Delay due to interaction with others, such as local authority/Major Projects, which is totally out of the Service Provider's control • Agreement of predicted construction dates at milestone 4. <p>AND All of these changes have been documented and then approved by the Service Manager. The Service Provider is to report the re-baseline</p>		
Data Source		Scheme programme data - Oracle Fusion		
Data Standard		Oracle Fusion Data Standard, Scheme Data Standard		
Data input frequency		Calendar month		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.1b) Variance in scheme or task delivery duration	Average variance in days, for all eligible schemes or programmes of work, between forecast and actual date duration.	No data	0
AD - M&R			Variance is greater than +5 days	2
AD - Design			Variance is >0 and ≤+5 days	4
AD - CWF			Variance is > -3 and ≤ 0 days	6
AD - SG&S			Variance is ≤ -3 and ≥ -5 days	8
Pavements			Variance is <-5	10
Methodology		<p>Capture the differential between actual delivery date durations against the original forecast to determine the variance and present as an average across the reporting period. The scoring range encourages more efficient delivery. CWF & SG&S suppliers are measured against the Principal Contractor's schedule, which defines what programme / activity each supplier worked on in-month and the planned timeframe for delivery. Design suppliers are measured against the Principal Designer's schedule.</p>		
Data Source		Local scheme schedule data (Principal Contractor / Designer)		
Data Standard		AD Scorecard Data Standard		
Data input frequency		Calendar month		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.1c) Third party claims - substantiated estimates are accurate and final costs are submitted to HE on time	Percentage of claims where the final cost is submitted late to Highways England or they are inaccurate.	No Data	0
AD - M&R			>20% of claims are late or have a deviation of > 20% between substantiated estimate and final cost	2
AD - Design			10 to 20% of claims are late or have a deviation of > 20% between substantiated estimate and final cost	4
AD - CWF			<10% of claims are late or have a deviation of > 20% between substantiated estimate and final cost	6
AD - SG&S			<5% of claims are late or have a deviation of > 20% between substantiated estimate and final cost	8
Pavements			Blue standard achieved for three consecutive months. Awarded on the third instance onwards.	10
Methodology		<p>Percentage of final claim costs for which the deviation between substantiated costs and final costs is greater than 20% OR where claims are late (where the difference between the works completion date and final account date is greater than 13 weeks).</p> <p>*Note: This metric will only be scored where there is at least one eligible claim (within the scope of the measure) during the reporting period. Months that are not scored will not impact on the ability to score Blue (8) or Blue+(10), where this relies on good performance demonstrated over 3 or 6 months; the 'not scored' month will be disregarded from the calculation.</p>		
Data Source		Third Party Claims or TR430 and evidence checklist		
Data Standard		DCP Data Standard		
Data input frequency		Calendar month		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	6. Time
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Measure	6.4 Delivery of milestones
Scope of measure	Activities completed within required timescales

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.4a) All asset rectification activities are completed within the required timescales.	Percentage of asset activities undertaken to rectify asset defects on the network that are completed within the required timescales.	No data	0
AD - M&R			<90% of activities completed within required timescale	2
AD - Design			90% to <95% of activities completed within required timescale	4
AD - CWF			95% to <98% of activities completed within required timescale	6
AD - SG&S			98% to <100% of activities completed within required timescale	8
Pavements			100% of activities completed within required timescale	10
Methodology	<p>Capture all deployments against the relevant asset type / activity. Score the differential (as a percentage) between the actual delivery time against the required timescale defined in AMOR (ASC), CRMDP (AD) or contracted timescales (Pavements). The following defect rectifications need to be included for each contract:</p> <p>ASC Paved area defects are made safe within the target time Road Markings and Road Studs defects are rectified. Road Restraint Systems defects are rectified Lighting defects are rectified Sign defects are rectified Sweeping and Cleaning - instances of offensive graffiti that have been removed from sight within target time (24 hours) Fences - number of defects identified that are related to safety performance</p> <p>M&R Paved area defects are made safe within the target time Road Markings and Road Studs defects are rectified. Road Restraint Systems defects are rectified Lighting defects are rectified Sign defects are rectified Soft estate defects are rectified Reactive sweeping and cleaning actions (excluding graffiti) are completed Sweeping and Cleaning - instances of offensive graffiti that have been removed from sight within target time Fences - number of defects identified that are related to safety performance Drainage asset defects are rectified Geotechnical asset defects are rectified Structures defects are rectified</p> <p>Pavements Paved area defects are made safe within the target time</p> <p>Within this metric scores are aggregated up over a number of assets. It should be noted, however, that 100% of defect rectification should happen within the required timescales, for each asset type, in order to meet contractual requirements.</p>			
Data Source	Service Provider Data (ASC), Confirm or supplier records where Confirm data is not available (AD), Supplier records (Pavements)			
Data Standard	Provider Data Standard (ASC), AD Scorecard Data Standard, Pavements scorecard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.4b) All Cyclic activities are completed within the required timescales.	Percentage of Cyclic works that are completed within the required timescales.	No data	0
AD - M&R			<98% of activities completed within required timescale	2
AD - Design			≥98% and <100% of activities completed within required timescale	4
AD - CWF			100% of activities completed within required timescale	6
AD - SG&S			100% of activities completed within required timescale and more than one activity conducted per closure.	8
Pavements			100% of activities completed within required timescale and more than two activities conducted per closure.	10
Methodology	<p>Capture all <i>cyclic</i> activities against the relevant asset type / task. Score the differential (as a percentage) between the actual delivery time against the planned cyclic programme.</p> <p>For scores for 8 and 10: To optimise journey times for customers by providing information to road users thus enabling effective decision making, where practically possible, to reduce the impact on the customer. The measure demonstrates the effective use of programme tools across the M&R network to maximise the working activities (outputs) per closure whilst not compromising Health and Safety. The measure will take into consideration if there is little or no local area opportunity to conduct working activities (outputs) and occurrences outside the providers' control. This should be reflected in the scoring range and supported by associated commentary.</p> <p>Where an activity (output) per closure is defined as conducting and completing work on an asset.</p>			
Data Source	Confirm or supplier records where Confirm data is not available			
Data Standard	AD Scorecard Data Standard			
Data input frequency	Calendar month			

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.4d) Average Response Time to Technical/Design Queries	Amount of time taken in days to respond to Technical/Design Queries	No Data	0
AD - M&R			More than 7 calendar days	2
AD - Design			2 - 7 calendar days	4
AD - CWF			less than 2 calendar days	6
AD - SG&S			Green standard achieved for three consecutive months. Awarded on the third instance onwards.	8
Pavements			Blue standard achieved ensuring that over the preceding quarter that more than 95% of technical queries are resolved, subject to HE sample checks.	10
Methodology	<p>The service provider provides data on the average response time to technical/design queries. The measure is designed to ensure a prompt response to all technical/design queries.</p> <p>In this instance a technical/design query is defined as a request made by a supplier/contractor working on the scheme to the design team for information or clarification on design related issues that were not resolved prior to starting works. All technical/design queries will be registered on the designers queries log but are subject to HE sample checks/verification and will inform of the lessons learnt.</p>			
Data Source	Supplier Data			
Data Standard	AD Scorecard Data Standard			
Data input frequency	Calendar month, but technical/design queries received three days before submission should be forwarded to the following monthly scoring			

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	6. Time
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Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	6.4f) Delivery Of Milestones	Delivery of milestones	Deliverables/Milestones due in period not achieved.	
AD - M&R			Deliverables/Milestones due in period achieved late, with no advance warning or mitigating actions in place.	2
AD - Design			Deliverables/Milestones due in period achieved late. Advance warning given and mitigating actions in place.	4
AD - CWF			Deliverables/Milestones due in period achieved on time.	6
AD - SG&S			Exceeds Service Level time by 5%.	8
Pavements			Exceeds Service Level time by 10%.	10
Methodology		i) The measure is designed to reflect the impact on customers, project client, and/or Highways England of changes in the predicted timescales for delivery by measuring the achievement of milestones, progress against deliverables, KPIs, Service Levels or other appropriate measure. ii) Targets should be reviewed on at least a 6 monthly basis to ensure that the targets are realistic and appropriately challenging for higher scores to be achieved.		
Data Source		Supplier data		
Data Standard		Pavements scorecard		
Data input frequency		Calendar month		

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Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	7. Cost
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Measure	7.1 Manage schemes to budget
Scope of measure	To measure the predictability of the Service Provider's budget profile with respect to the monthly actuals. The measure monitors how closely actual spend reflects the budget profile spend year to date.

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.1a) Alignment with budget profile in terms of a cumulative indicator (YTD)	The percentage difference between each month's financial outturn compared with the forecast made at the start of the financial year for Capital Renewals only.	No Data	0
AD - M&R			>10% variance from budget profile	2
AD - Design			≤10% and >5% variance from budget profile	4
AD - CWF			≤5% and >3% variance from budget profile	6
AD - SG&S			≤3% variance from budget profile	8
Pavements			Blue standard achieved for three consecutive months. Awarded on the third instance onwards.	10
Methodology		A simple percentage of the degree of alignment between each month's financial outturn compared with the forecast made at the start of the financial year for Capital Renewals only. *Note: Advise Ops Supply Chain Performance Team of instances where HE are responsible for the budget changing, in order that the relevant variance is removed from consideration and does not adversely skew the metric. This <u>does not</u> get added to the Scheme Exclusion Sheet.		
Data Source		Oracle Fusion		
Data Standard		Oracle Fusion Data Standard		
Data input frequency		Calendar month		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.1d) Design of schemes to the agreed design costs	Average variance between initial design cost estimates and outturn design costs	No Data	0
AD - M&R			Sums of Total Time Charges plus expenses is ≥5% above sums of design costs agreed prior to commencement of the design	2
AD - Design			Sums of Total Time Charges plus expenses is >0% to <5% above sums of design costs agreed prior to commencement of the design	4
AD - CWF			Sums of Total Time Charges plus expenses is no more than the sums of design costs agreed prior to commencement of the design	6
AD - SG&S			Green standard achieved AND no individual final price is greater than or equal to 10% than the final total.	8
Pavements			Green standard achieved AND no individual final price is greater than or equal to 5% than the final total.	10
Methodology		The report includes all Operations Supply Chain Performance data for all cost centres but deletes S278 schemes as these should net off against the income (but income is not captured against the PINs). This includes changes in scope, additional task orders and compensation events.		
Data Source		Supplier's scheme records (AD)		
Data Standard		AD Scorecard Data Standard		
Data input frequency		Calendar month		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.1e) Delivery of schemes within the target cost	Variance between the target costs and the final accounts	No Data	0
AD - M&R			Sum of Final Prices for Work Done to Date is ≥5% above sum of final totals of the Prices	2
AD - Design			Sum of Final Prices for Work Done to Date is >0%-5% above sum of final totals of the Prices	4
AD - CWF			Sum of Final Prices for Work Done to Date is no more than the sum of final totals of the Prices	6
AD - SG&S			Green standard achieved AND no individual final price is greater than or equal to 10% than the final total.	8
Pavements			Green standard achieved AND no individual final price is greater than or equal to 5% than the final total.	10
Methodology		As all data is present this will also include Managed Works. However, this is still expenditure under the Service Provider's control. This includes changes in scope, additional task orders and compensation events.		
Data Source		Supplier's scheme records (AD)		
Data Standard		AD Scorecard Data Standard		
Data input frequency		Calendar month		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	7. Cost
Measure	7.4 Ensure well-costed key financial and commercial information
Scope of measure	To demonstrate the timeliness and accuracy of the Service Provider's invoices and cost capture data

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.4a) Invoices - variance between the invoice amount and the total from the timely back-up information provided.	Provision of invoices on time, in the correct format and with accurate back-up information	No Data	0
AD - M&R			Invoice or back-up information is late OR in wrong format OR > 1.00% variance between back-up and invoice totals	2
AD - Design			Invoice and back-up information is on time AND in correct format AND with ≤1.00% variance between back-up and invoice totals	4
AD - CWF			Invoice and back-up information is on time AND in correct format AND with ≤ 0.01% variance between back-up and invoice totals	6
AD - SG&S			Invoice and back-up information is on time AND in correct format AND with 0% variance between back-up and invoice totals	8
Pavements			Blue standard achieved for six consecutive months. Awarded on the sixth instance onwards	10
Methodology		Use the Invoice Checking Tool to assess the timeliness and the accuracy of invoices and the back-up information that is submitted and ensure they are submitted in the correct format and on time. Where the Service Provider does not have access to the Tool (for reasons outside the Service Provider's control), this may be scored by the Regional Team providing Operations Supply Chain Performance with information by email.		
Data Source		Service Provider invoices via the Invoice Checking Tool		
Data Standard		Highways Data Standard		
Data input frequency		Calendar month Scores will be based on one month in arrears of the current reporting period		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.4b) Cost capture data - timely submission and resolution of issues	Provision of cost capture data on time and timely resolution of issues	No Data	0
AD - M&R			A submission is outstanding OR more than 1 issue is not resolved by the agreed date	2
AD - Design			There are no overdue issues AND a submission is late AND/OR there is 1 or more Work in Progress issue	4
AD - CWF			The submission was on time AND there are no overdue issues AND there are no Work in Progress issues	6
AD - SG&S			Green standard achieved AND data supplied ≤1 week ahead of deadline	8
Pavements			Green standard achieved AND data supplied >1 week ahead of deadline and ≤2 weeks ahead of deadline.	10
Methodology		<p>From the Service Providers Work Cost (PWC) report, the commercial team will analyse the forms, log them, log if the submission was late, log any issues including agreed date for resolution, log any issues which are overdue and log completed issues (by comparing to last month's report). Where the Service Providers request for clarification confirms the issue to be an error then the cost capture data needs to be corrected. These are known as work in progress issues.</p> <p>ASC & M&R Cost capture reports are to be submitted by the last working day of the month following the report month. For example, a report for January's data would be required to be submitted by the end of February. Blue and blue+ scores will be achievable if data is submitted ahead of this deadline with all other green standard criteria met. Blue (8) is achieved by submitting data more than two weeks, up to three weeks after the reporting month. I.e. -1 week ahead of deadline. Blue+ is achieved by submitting data up to two weeks after the reporting month. I.e. -2 weeks ahead of deadline.</p> <p>Pavements Pavements suppliers are to submit cost capture data 10 weeks from completion of their task order on each scheme or project. Task order completion dates will be compiled by Highways England's Category Management team and provided to the central cost capture team on a monthly basis. Suppliers should submit cost capture data submissions directly to central Highways England cost capture team, even when they are acting as a Tier 2 supplier. The metric will be scored when there are submissions due.</p>		
Data Source		Highways England QS Commercial Team assessments of PWC report submitted by Service Provider / Supplier		
Data Standard		Highways Data Standard, AD Scorecard Data Standard, Pavements scorecard		
Data input frequency		Calendar month		

Contract	Metric Title	Metric Description	Scoring Range	Score
ASC	7.4f) Compensation Events quotations are priced accurately - Cumulative variance between initial quotations and implemented values	Compensation Events quotations are priced accurately - Cumulative variance between initial quotations and implemented values	No Data	0
AD - M&R			<85%	2
AD - Design			85-90.9%	4
AD - CWF			91-93.9%	6
AD - SG&S			94-96.9%	8
Pavements			≥97%	10
Methodology		<p>i) This metric monitors the accuracy of forecasting of changes/CE/SREs by comparing the cumulative value of first initial quotations for changes/CE/SRE with the cumulative final value agreed with Highways England (allowing for additional change where relevant).</p> <p>ii) Quotations priced but not yet agreed by Highways England are excluded.</p> <p>iii) If the scope of the change/CE/SRE changes from the point at which the quotation is prepared to when it is agreed, make an appropriate adjustment to ensure that the scope and quotation are aligned. Make an adjustment for the impact of negative changes/CEs/SREs on the final calculation (consult with Commercial Performance Manager).</p> <p>iv) Score is calculated as (Cumulative value of change/CE/SRE agreed by Highways England)/(Cumulative value of initial quotations submitted by the Supplier) and is expressed as a percentage.</p> <p>v) This measure is scored N/A until the first change is implemented.</p> <p>vi) The measurement of this metric should be taken when there is a mutual understanding of the scope of the change/CE/SRE (like for like).</p>		
Data Source		Highways England's Regional Commercial Manager / Quantity Surveyors will collate, assess and monitor Compensation Event data. Scores will need to be agreed with these members of staff.		
Data Standard		Pavements Scorecard.		
Data input frequency		Calendar month		

Collaborative Performance Framework (CPF) – Scoring Guidance

Theme	8) Client Feedback
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Measure	Client feedback
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Scope of measure	Mechanism to identify issues, opportunities and trends to help focus improvement efforts across Highways England.
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Methodology	<p>Measures Highways England's performance as a client.</p> <p>(i) This feedback is for Highways England as a whole, including other directly procured Suppliers</p> <p>(ii) Where specific scoring criteria is not included in a client metric, generic scoring criteria should be used; as shown below.</p> <p>*Note: Suppliers must provide a comment based on their assessed score; whatever the score may be</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Score</th> <th>Criteria</th> </tr> </thead> <tbody> <tr> <td>0 - Totally Dissatisfied</td> <td>At least one aspect is unacceptable to the extent that major improvement is required by the client. The Supplier has escalated this concern in writing to the Highways England Divisional Director on more than one occasion</td> </tr> <tr> <td>2 - Very dissatisfied</td> <td>At least one aspect is unacceptable to the extent that the Supplier considers significant improvement is required from the client. The Supplier has escalated this concern in writing to the SRO.</td> </tr> <tr> <td>4 - Slightly dissatisfied</td> <td>At least one minor aspect is unacceptable to the extent that the Supplier seeks improvement from the client. This concern has been raised with the Highways England project team</td> </tr> <tr> <td>6 - Satisfied</td> <td>Client performance is generally satisfactory.</td> </tr> <tr> <td>8 - Highly satisfied</td> <td>Some aspects of client performance are exceeding expectation. Client is proactively supporting the Supplier and working beyond their expected duties and responsibilities.</td> </tr> <tr> <td>10 - Exceptionally satisfied</td> <td>All aspects of client performance considerably exceed expectation. Innovation and best practice is being fully supported and championed for mutual benefit.</td> </tr> </tbody> </table>	Score	Criteria	0 - Totally Dissatisfied	At least one aspect is unacceptable to the extent that major improvement is required by the client. The Supplier has escalated this concern in writing to the Highways England Divisional Director on more than one occasion	2 - Very dissatisfied	At least one aspect is unacceptable to the extent that the Supplier considers significant improvement is required from the client. The Supplier has escalated this concern in writing to the SRO.	4 - Slightly dissatisfied	At least one minor aspect is unacceptable to the extent that the Supplier seeks improvement from the client. This concern has been raised with the Highways England project team	6 - Satisfied	Client performance is generally satisfactory.	8 - Highly satisfied	Some aspects of client performance are exceeding expectation. Client is proactively supporting the Supplier and working beyond their expected duties and responsibilities.	10 - Exceptionally satisfied	All aspects of client performance considerably exceed expectation. Innovation and best practice is being fully supported and championed for mutual benefit.
Score	Criteria														
0 - Totally Dissatisfied	At least one aspect is unacceptable to the extent that major improvement is required by the client. The Supplier has escalated this concern in writing to the Highways England Divisional Director on more than one occasion														
2 - Very dissatisfied	At least one aspect is unacceptable to the extent that the Supplier considers significant improvement is required from the client. The Supplier has escalated this concern in writing to the SRO.														
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8 - Highly satisfied	Some aspects of client performance are exceeding expectation. Client is proactively supporting the Supplier and working beyond their expected duties and responsibilities.														
10 - Exceptionally satisfied	All aspects of client performance considerably exceed expectation. Innovation and best practice is being fully supported and championed for mutual benefit.														
Data Source	Provider Data														
Data Standard	Provider Data Standard (ASC), AD Scorecard, Pavements Scorecard														
Data input frequency	Rolling quarterly, the same score applies for 3 months.														

Imperative	Metric Title	Metric Description	Scoring Range	Score
Health & Safety	8.1) Driving of Health and Safety improvement	<ul style="list-style-type: none"> • Organisational commitment from Highways England to ensure H&S is the top priority in all its activities. • Explicit dedication to safe working practices (e.g. inductions) and the safety of the public. • Supportive of supply chain H&S initiatives and facilitates best practice sharing. • Undertakes and encourages preventative activities, responding to H&S incidents and learning lessons. 	Totally dissatisfied	0
			Very dissatisfied	2
			Slightly dissatisfied	4
			Satisfied	6
			Highly satisfied	8
			Exceptionally satisfied	10

Imperative	Metric Title	Metric Description	Scoring Range	Score
Customer	8.2) Improvement of Customer Experience	<ul style="list-style-type: none"> • Organisational commitment from Highways England to ensure Customer satisfaction is a priority in all its activities. • Supportive of supply chain Customer improvement initiatives and facilitates best practice sharing. • Highways England creates an enabling environment to encourage Customer focused activities. 	Totally dissatisfied	0
			Very dissatisfied	2
			Slightly dissatisfied	4
			Satisfied	6
			Highly satisfied	8
			Exceptionally satisfied	10

Imperative	Metric Title	Metric Description	Scoring Range	Score
Delivery	8.3) Timely payment	<p>Supplier to consider:</p> <ul style="list-style-type: none"> • Highways England meets requirements for main Supplier and facilitates prompt and correct payment across the wider supply chain. • Score is the average number of working days it took from receiving an agreed certificate/invoice to payment being made. Allowance needs to be made for receipt of invoices. 	20 or more days	0
			15-19 days	2
			11-14 days	4
			7-10 days	6
			5-6 days	8
			<4 days	10

**National Asset Delivery
Technical Surveys and Testing**

**Volume 4 Service Scope for the
Geodetic Surveying Framework**

TABLE OF CONTENTS

1	PURPOSE OF THE <i>SERVICES</i>	4
2	EXISTING INFORMATION	6
3	CONSTRAINTS ON HOW THE CONSULTANT PROVIDES THE <i>SERVICES</i> ..	7
4	REQUIREMENTS FOR THE PROGRAMME	11
5	SERVICES AND OTHER THINGS PROVIDED BY THE <i>CLIENT</i>	12
6	SPECIFICATION FOR THE <i>SERVICES</i>	13

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1 PURPOSE OF THE SERVICES

1.1 Project objectives

1.1.1 *Consultants* awarded Package Orders will be required to undertake topographical surveys as described in individual Package Orders.

1.1.2 The survey information provided by the *Consultant* will be used by the *Client* for a range of purposes, including asset management and for the development and design of network maintenance and improvement schemes.

1.2 Scope of services

1.2.1 The site specific requirements will be detailed in individual Package Orders, but in general the *Consultant* will be required to undertake topographical surveys and record details of the features that make up the public highway in the area to be surveyed. This includes, but not limited to, details of the following:

- Roads
- Tracks
- Footways
- Road Markings
- Verges
- Earthworks
- Soft landscaping & vegetation
- Street Furniture
- Structures (including drainage assets and other physical assets)

1.2.2 Where necessary, the *Consultant* is also required to undertake site/vegetation clearance to ensure the survey can be carried out effectively.

1.2.3 When instructed as part of a Package Order, the *Consultant* shall carry out a PAS 128 Survey Category Type B or Type C (Ground Penetrating Radar (GPR) survey for utility detection purposes.

1.2.4 The *Consultant* may be required to provide other related surveys such as

- 3D laser scanning
- Mobile mapping (cloud point) i.e. LIDAR or similar.
- Surveys using small unmanned aircraft (SUA).

1.2.5 The *Consultant* (or subconsultants appointed to undertake such activities on their behalf) must hold a valid Civil Aviation Authority (CAA) 'Permission to Operate' licence to provide SUA surveys.

1.2.6 When required for individual Package Orders, the consultant shall undertake the CDM duty holder role principal contractor

1.2.7 The specification that shall apply to the services is detailed in section 4 which incorporates elements of the Manual of Contract Documents for Highway Works (MCHW). This document can be found here: <http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm>

1.2.8 The *services* shall be provided in accordance with the requirements detailed with in the contract documents and any additional requirements detailed in the individual Package Order.

1.3 DELIVERABLES

1.3.1 The *Consultant* is required to produce the following deliverables:

- (1) The *Consultant* shall provide the results of the survey in two CAD files in AutoCAD 2010 dwg or dxf format one to be 2D and the other 3D for use with AutoCAD Civil 3D.
- (2) Presentation of digital data to be Bentley MX V8i Genio format and all features shall be three dimensional
- (3) Any additional file requirements (such PDF's) will be detailed in the Package order.
- (4) The survey results shall be provided no later than four (4) weeks after the completion of on-site activities.

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2 EXISTING INFORMATION

- 2.1.1 Any information (including drawings) relevant to the site where the survey is to be undertaken will be provided to the *Consultant* prior to the starting date of a Package Order.
- 2.1.2 The *Consultant* shall ensure that his survey results tie into the Ordnance Survey National Grid and datum.

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3 CONSTRAINTS ON HOW THE *CONSULTANT* PROVIDES THE SERVICES

3.1 General

- 3.1.1 The *Consultant* Provides the Services in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.
- 3.1.2 The *Consultant* complies with the constraints and meets with the requirements outlined in Appendix 1.
- 3.1.3 The *Consultant* submits his plan, which shall be in accordance with section 4, detailing how the *Consultant* will Provide the Services to the *Client* prior to the *starting date*.

3.2 Working hours & site specific constraints

- 3.2.1 The *Consultant's* working hours for site works will be defined in the individual Package Order.
- 3.2.2 Any site specific constraints will be defined in the individual Package Order.

3.3 Health, Safety and Environment & Risk Management

Health and Safety requirements

- 3.3.1 In Providing the Services the *Consultant* meets the requirements of Annex 1 of Volume 3 relation to health and safety duties.
- 3.3.2 In circumstances where the Package Order includes site clearance and/or the *Consultant* is asked to provide traffic management, the *Consultant* will be required to undertake the duty holder role of principal contractor as defined in The Construction (Design and Management) Regulations 2015 (CDM2015).
- 3.3.3 In circumstances where traffic management is provided by the *Client*, the traffic management company employed by the *Client* will undertake the CDM2015 duty holder role of principal contractor.
- 3.3.4 Before commencing the construction phase of the *services*, the *Consultant* confirms to the *Client* that adequate welfare facilities are in place. Where the facilities detailed in section 5 are not deemed adequate, the *Consultant* provides all necessary facilities to Provide the Services and to comply with the minimum requirements set out in HSE guidance document L153.

Environmental requirements

- 3.3.5 In Providing the Services the *Consultant* meets the requirements of Annex 1 of the supplementary constraints in relation to environmental duties.

Risk Management

3.3.6 The *Consultant* identifies, manages and mitigates risks in accordance with the principles of ISO31000.

3.3.7 The *Consultant* submits a risk register with his tender and updates prior to the *starting date* of individual Package Orders.

3.4 Correcting defects

3.4.1 Following notification of a Defect, the *Consultant* submits to the *Client* for acceptance the corrective and preventative action that he proposes correct the Defect and when he proposes to do so. The *Consultant* does not correct the Defect until the *Client* has accepted his proposals.

3.4.2 Within one week of the *Consultant* submitting the proposed corrective and preventative action to him for acceptance, the *Client* either accepts the proposal or notifies the *Consultant* of his reason for not accepting it. A reason for not accepting the proposed action is that:

- 1) it does not take action required to correct the Defect or
- 2) it does not comply with the contract

3.4.3 If the *Client* does not accept the proposed corrective and preventative action, the *Consultant* submits a revised proposal to the *Client* for acceptance within one week.

3.4.4 The *Consultant* notifies the *Client* when the Defect has been corrected.

3.5 Commercial Management

3.5.1 The *Consultant* is paid in accordance with Clause 50 & 51. The rates and prices entered in the Price List shall be deemed to be the full inclusive value of the work covered by the items including the following, unless expressly stated otherwise:

- i. Labour and costs in connection therewith
- ii. Mobilisation, site-set and demobilisation
- iii. Supervision, management and programming and the like to Provide the Services
- iv. Cost of sub consultants if the *Consultant* subcontracts any part of the *service*
- v. All travel, transportation and delivery to, from and within any site
- vi. Subsistence and overnight accommodation
- vii. Welfare facilities when none is provided by the *Client* or others employed by the *Client*
- viii. Complying with the requirements of the Construction (Design and Management) Regulations 2015, including acting as principal contractor when required
- ix. Establishment charges, overheads and profit
- x. Plant, equipment and costs in connection therewith
- xi. The supply of materials, goods, storage and costs in connection therewith including delivery to site. Taking delivery of materials and goods supplied by others, unloading, storage, and costs in

- connection therewith
- xii. Fixing, erecting and installing or placing of materials and goods in position
- xiii. Temporary works
- xiv. The effect on the phasing of the *services* or any element of the *services* to the extent set forth or reasonably implied in the documents on which the tender is based
- xv. General obligations, liabilities and risks involved in Providing the Services set forth or reasonably implied in the documents on which the tender is based
- xvi. Waste
- xvii. Preparation, checking, inspecting, examining, measuring and verifying goods, materials and workmanship including supplying results, reports, detailed working drawings and certificates
- xviii. Awaiting approvals and consent
- xix. Waiting time resulting from traffic management installation and demobilisation
- xx. Complying with site and access constraints defined in individual Package Orders

3.5.2 A shift, for the purposes of determining which items shall apply when calculating the amount due, is defined as individual periods as follows:

- i. Night time (between 8pm-8am) excluding bank holidays and weekends
- ii. Day time (between 8am-8pm) excluding bank holidays and weekends
- iii. Weekends day time (between 8am-8pm)
- iv. Weekends night time (between 8pm-8am)
- v. Anytime on bank holidays

3.5.3 If a shift includes a period of surveying during two of the categories defined in 3.5.2 above, the payment shall be based on the measurement of the item relevant to when the shift commences e.g. if the shift commences at 8pm on a Friday and finishes at 4am on a Saturday, the cost of the surveyor will be measured under item PS2 (of Volume 5) only.

3.5.4 Subject to core clause 60, the amount due and payment for items PS1-PS5 will be equal to the quantity specified by the *Consultant* during the Quotation Procedure.

3.5.5 The Price List is not exhaustive and there may be further additional items of work that require pricing depending on the requirements of the Package Order, for example undertaking GPR activities, SUA surveys or providing traffic management. *Suppliers* will be asked to price such activities during the Quotation Procedure.

3.5.6 Where there is a requirement to undertake an activity that is not covered by Items within the Price List, but there is a similar Item within the Price list, the *Consultant* shall use the Item that is similar as a basis for pricing the activity and include an 'extra over' item to cover the costs of the activity.

3.5.7 The *Consultant* is aware when submitting his tender that there may be site specific restrictions e.g. traffic management is required, which means his

access to the site and resulting surveying shift length is constrained. The pricing mechanism in the contract allows the *Consultant* to consider specific restrictions when submitting quotations for Package Orders

- 3.5.8 The *Consultant* includes on his invoices the BPA number and purchase order number (which will be the same as the Package Order number).
- 3.5.9 The *Consultant* submits with any invoice such records as the *Client* requires, including a monthly statement of accounts in a format agreed by both parties. As a minimum this will consist of a measured Price List, details of subconsultant payments, details of claimed expenses (including receipts), amounts previously paid and outstanding amounts due.
- 3.5.10 During the period of the framework, the *Consultant* may be required to interact with and use Highways England's Asset Management System, (currently Confirm). The purpose will be so the Parties can interact more seamlessly by sending and receiving Package Orders, submitting quotations, updating asset information and processing payments via one system.
- 3.5.11 In the event that the use of Confirm is implemented; The *Client* will pay for the costs of any software licences. The *Consultant* will be responsible for paying for the cost of any training, any required upgrades to their IT equipment and any increased labour costs they incur as a result of using Confirm (or any replacement system).
- 3.5.12 The *Consultant* notifies the *Client* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

4 REQUIREMENTS FOR THE PLAN

- 4.1.1 With each Quotation, the *Consultant* submits his plan to the *Client*. The plan shall consist of a priced Price List, details of the people who will Provide the Services (if different to those persons identified in his initial tender) and a programme (if required).
- 4.1.2 If a Package Order involves surveying using an SUA, the *Consultant's* plan shall also include the following:
- (i) A copy of their Civil Aviation Authority (CAA) 'Permission to Operate' licence.
 - (ii) full risk assessment and method statement of the planned flight
- 4.1.3 The *Consultant's* plan shall be submitted to the *Client* by the date stated in the invitation to submit a quotation and submit revised versions as required by the *Client*.
- 4.1.4 The *Consultant* Provides the Services taking into account the following programme constraints:
- (i) the starting date and completion date and any post site works, reporting and review period
 - (ii) The services and other things provided by Client (see Section 5)
 - (iii) Any constraints detailed in the individual Package Order.
- 4.1.5 The programme shall be in the form of an activity and time related bar chart produced as a result of a critical path analysis.
- 4.1.6 The programme must be provided in a PDF or MS Project or MS Excel format and cover the whole period of the individual Package Order including post site activities. All activities should be clearly defined and named and the following shall be shown on the programme:
- (i) the *starting date, completion date & Consultant's* planned completion
 - (ii) for each activity, the proposed resources (plant & labour) expected to deliver each activity should be shown on the programme
 - (iii) review periods for any reporting requirements
 - (iv) key dates for the *Client* to provide 'services and other things'
 - (v) key dates for co-ordination with Others
- 4.1.7 The *Consultant* updates his programme every week and submits an updated programme to the *Client* upon request.

5 SERVICES AND OTHER THINGS PROVIDED BY THE CLIENT

- 5.1.1 Unless otherwise stated in the Package Order; When temporary traffic management is required to allow the *Consultant* to Provide the Services, it will be provided by the *Client*.
- 5.1.2 The details of the contractor employed to provide the temporary traffic management and the associated layout and proposals will be provided to the *Consultant* prior to the starting state of individual Package Orders.
- 5.1.3 When traffic management is deployed, the *Consultant* ensures he clears the site in a timely manner so as to allow adequate time for the removal of traffic management prior to the reopening of the road to traffic.
- 5.1.4 When the *Consultant* provides traffic management he shall comply with the *Client's* network occupancy requirements.

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NOT COMPLETE AT THIS STAGE

6 SPECIFICATION FOR THE SERVICES

6.1 Preamble

6.1.1 This specification applies to all Package Orders undertaken on Highways England's network and adjacent third party land where detailed in each Package Order. Where this Specification requires options to be deleted or details to be added, these shall be explicitly identified in specific Package Orders.

6.2 Purpose and Scope

6.2.1 Surveys are commissioned for the purposes of the development and design of network maintenance and improvement schemes. The highest achievable levels of accuracy are required both horizontally and vertically for key elements within the highway envelope. Section 6.4 & 6.5 lists the required accuracy levels for various items required to be recorded during the survey. The location and extent of the survey shall be as identified in the information provided to the *Consultant* prior to the starting date of a Package Order.

6.2.2 The *Consultant* shall review this specification and supplementary information provided during the Quotation Procedure to determine a programme and quotation for completion of site works – including any requirements for traffic management. The provision of the presentation material as detailed in Section 6.7 shall be listed separately within the programme and Quotation.

6.2.3 If traffic management is required to facilitate the survey, it will normally be provided by the *Client*. The contractor employed to provide the traffic management will be asked to consider the *Consultant's* proposed method of working when determining the type, phasing and duration of any traffic management.

6.3 General Requirements

6.3.1 Site specific information shall be as detailed in the Package Order. This specification is not intended to be used for specialist surveys of structures such as bridges but basic level and positional information for structures shall be included as detailed in the Package Order.

Landowners, Occupiers and Entry

6.3.2 Unless otherwise stated in the Package Order, owners and occupiers of all the land covered by the survey will have been notified of the period during which entry is likely to be required and their permission for entry secured by the *Client*. Notwithstanding the above, the *Consultant* shall, where possible, notify the landowner / occupiers upon arrival and agree with them all routes and means of access. Where access to the *Consultant* is refused, the *Consultant* shall immediately notify the *Client*.

Risk assessments and method statements

- 6.3.3 Prior to undertaking a Package Order, the *Consultant* shall provide the *Client* with RAMS relating to the activities the *Consultant* intends to carry out. The method statement shall include copies of calibration certificates for the survey equipment.

Ground penetrating radar (GPR)

- 6.3.4 GPR surveys shall be carried out to BSI PAS 128, Survey Category Type B or Type C. The purpose of such surveys will be to verify and identify utilities and where necessary detect them by geophysical methods (single or multiple) to obtain a horizontal position and/or vertical position.

Site and vegetation clearance

- 6.3.5 When instructed by the *Client*, the *Consultant* shall undertake site and vegetation clearance in accordance with Series 3000 of the MCHW (Section 3004 & 3007).
- 6.3.6 The areas shall be cut to a height of between 50 - 70 mm.
- 6.3.7 All cuttings, arisings and materials shall be removed off site and disposed of by the *Consultant*.
- 6.3.8 When undertaking site clearance, the *Consultant* shall ensure they carry out a risk assessment and operate the equipment and carry out the activity in a safe manner.
- 6.3.9 If the *Consultant* discovers any injurious and/or invasive weeds during site and vegetation clearance, they shall immediately notify the *Client* and any arisings shall be placed in waterproof bags sealed and removed from the site and disposed of in a licensed disposal facility.

SUA Surveying

- 6.3.10 The *Client* will specify its requirements relating to SUA surveying during the Quotation Procedure. This will include details of things such as the accuracy required, the grid and datum to which the survey is to be related and access/flying restrictions.

Planimetric and vertical control

- 6.3.11 Planimetric and vertical control shall be made up of a framework to provide a suitable foundation for the production of a reliable survey and for future setting-out during construction.

Requirements

- 6.3.12 Planimetric and vertical control frameworks shall be established and tied into the Ordnance Survey National Grid and datum. Leica Geosystems best

practice guidelines using Real Time Kinematic (RTK) static observations shall be the minimum standard.

- 6.3.13 A minimum of two primary points shall be established connected by direct measurement and located at a nominal distance of 250m on motorways and 100m on trunk roads. Where ever possible these should be located within the highway boundary in locations that are unlikely to be disturbed.
- 6.3.14 Secondary points tied into the primary points shall be utilised as required to provide adequate coverage of the survey area as defined by the Package Order but intervals shall not exceed those of the primary points.
- 6.3.15 Use of Minor control points may be employed where necessary to obtain full coverage within third party land.

Ground Markers

- 6.3.16 The primary and secondary control points shall be defined by permanent ground markers. Final positions of permanent ground markers shall be determined by terrain and intervisibility constraints. Minor control points need not be permanently marked.
- 6.3.17 Permanent Ground Markers shall be stable for a period of 5 years and shall be of a construction which conforms to the types illustrated in Appendix J of Volume 5 Section 1 Part 2 of the MCHW.

Schedule of Permanent Control Stations

- 6.3.18 A Schedule of Permanent Control Stations shall be prepared incorporate the following information:
- a. Station designation
 - b. Plan co-ordinates
 - c. Level value
 - d. Description
 - e. Ordnance Survey triangulation stations (if used)
 - f. Ground marker type

6.4 Framework Accuracy

- 6.4.1 The acceptance criteria specified below are in terms of internal rather than absolute accuracies and are given as permitted deviations for distances, angles and levels. Internal accuracies are more critical to the construction process than the absolute accuracy of points in a higher coordinate system.
- 6.4.2 The relation between the permitted deviation (PD) and root mean square error (rmse) is:

$$PD = 2.5 \times rmse.$$

6.4.3 Where the control system forms a network, it shall be observed by measuring sufficient distances and angles to obtain a redundant number of observations, which shall then be adjusted by a least squares method.

6.4.4 When comparing measured distances and angles with those derived from the adjusted co-ordinates the differences shall not exceed the following permitted deviations:-

(a) Primary Points

Distances:- $\pm 0.5\sqrt{L}$ mm
Angles:- $\pm 0.035/\sqrt{L}$ degrees

As an offset:- $\pm 0.61\sqrt{L}$ mm

(b) Secondary Points

Distances:- $\pm 0.75\sqrt{L}$ mm
Angles:- $\pm 0.045/\sqrt{L}$ degrees

As an offset:- $\pm 0.75\sqrt{L}$ mm

(c) Minor Control

Distances:- $\pm 1.0\sqrt{L}$ mm
Angles:- $\pm 0.09/\sqrt{L}$ degrees.

As an offset:- $\pm 1.5\sqrt{L}$ mm

6.4.5 Where L is the distance in metres between the points concerned. In the case of angles, the shorter of the two distances defining the angle shall be used.

6.4.6 When using GPS the adjustment must pass the chi squared test on the control network. Post adjustment relative errors for distances and bearings at the 95% confidence level should be calculated for each line to show compliance with the criteria above. In addition, compliance measurements should be observed between selected points in the network to confirm the validity of the adjustment positions on plan.

Accuracy Acceptance Criteria

6.4.7 When comparing measured height differences with those derived from the adjusted reduced levels, the differences shall not exceed the following permitted deviations:

a. Between bench marks, primary stations and other closed loops in the framework:

$\pm 12\sqrt{K}$ mm where K is the distance levelled in km

b. Between adjacent secondary stations or minor control points less than 300 m ± 5 mm

Surveyed Features Accuracy

- 6.4.8 The required accuracy when surveying features has been identified using two categories, Max and Medium. These are defined below.

Max

This shall represent survey using a Total Station offering accuracy tolerance of +/- 5mm or better. Use of GPS survey techniques or other means not providing this level of accuracy shall not be permitted.

Medium

This shall represent items for which survey via total station is preferred but that use of GPS is not precluded. However, it is likely that use of GPS techniques will be limited to large areas of third party agricultural land or expansive highway verges.

Section 6.5 details the level of accuracy required for the various features required to be captured during a survey for each class of road unless explicitly varied in a Package Order.

6.5 Items to be Surveyed

- 6.5.1 The primary information to be surveyed is that which determines the shape, alignment and make-up of the public highway envelope. All features within the highway boundary (including the boundary) are to be recorded, similarly, any features within third party land. The level of accuracy and inclusion of the feature within the output model shall be as described in the tables below. This shall extend into the adjacent third party land where identified by the Package Order. Specific items that must be recorded are detailed below. This shall not be taken as a complete list and any features / items not specifically referenced shall also be recorded.
- 6.5.2 The line or point to be surveyed on a feature shall be at the feature's intersection with the ground surface unless otherwise noted.

Ref.	Features	Trunk Roads	Motorways	To be Included in Output	Accuracy	3D feature type
1.1	All Road edges (where no kerbs) including side roads, laybys, private access's etc.	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String
1.2	All Kerb lines at channels + Channel blocks including side roads, laybys, private access's and traffic islands	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String

1.3	All Kerb tops including side roads, laybys, private access's and traffic islands	5m (2.5m on radii below ~12m)	10m	2D + 3D	Max	String
1.4	Location of drop kerbs and transition kerbs (each end)	All	All	2D + 3D	Max	Part of kerb strings
1.5	Tactile paving and colour	Footprint	N/A	2D	Medium	-
1.6	Footway (each edge)	5m (2.5m on radii below ~12m)	5m	2D + 3D	Max	String
1.7	Other paved areas (extents / material type and changes)	Footprint (max 5m)	Footprint (max 5m)	2D + 3D	Max	String
1.8	Zebra and signal controlled crossings	Position and extents	N/A	2D	Max	-
1.9	All Road and footway crown lines	5m	10m	2D + 3D	Max	String
1.10	Steps including construction type and railings if present.	Position, extents and height of each step	Position, extents and height of each step	2D + 3D	Max	Strings
1.11	Road markings – edge of carriageway / rib line, lane markings, give way markings and stop lines and directional arrows and text	5m	10m	2D	Max	-
1.12	Extents of High Friction Surfacing and colour surfacing including 'gateway features'	Footprint / extents	Footprint / extents	2D	Medium	-

1.13	Subways / underpasses / bridges including piers.	Footprint / extents	Footprint / extents	2D	Max	-
1.14	Bridge piers at 2m above ground level.	Cross section	Cross section	2D	Max	-
1.15	Bridge / structures expansion joints	Footprint / extents	Footprint / extents	2D	Max	-

Additional notes:

1. Quadrant radii kerbs to have start, middle and end points picked up.
2. Bus kerbs shall be picked up in the same manner as drop kerbs.
3. For road markings the centre of the lines shall be recorded.

Table 2 - Verges, earthworks and other soft landscaping and vegetation						
Ref.	Features	Trunk Roads	Motorways	To be Included in Output	Accuracy	3D feature type
2.1	Cuttings and embankments – mid-slope points, crest and toe lines	5m	10m	2D + 3D	Medium	String
2.2	Retaining Walls or other level change without a slope such as raised planting beds.	Footprint (max 5m) Levels at top and bottom	Footprint (max 5m) Levels at top and bottom	2D + 3D	Max	String
2.3	Localised changes of level such as mounds and swales.	Footprint (max 5m) Enough levels to illustrate form / shape	Footprint (max 5m) Enough levels to illustrate form / shape	2D + 3D	Medium	Strings and points as required
2.4	Drainage ditches and all other waterways. Footprint including embankments and bed plus levels of each element including water.	5m or less if required to accurately capture shape	10m or less if required to accurately capture shape	2D + 3D	Medium	String

2.5	Drainage headwalls / outfalls to include pipe size and soffit level	Footprint, levels at ditch bed, water, and top of walls	Footprint, levels at ditch bed, water, and top of walls	2D + 3D	Max	Strings and points as required
2.6	Waterbodies such as ponds and lakes including water level	Footprint including any embankment	Footprint including any embankment	2D + 3D	Max	String
2.7	Line of filter / French drains	5m along run to both sides	10m along run to both sides	2D + 3D	Medium	String
2.8	Line and height of Safety barriers including terminals, guard railings or parapets (see note 1 below table)	5m along run and changes of beam type / height	10m along run and changes of beam type / height	2D	Max	-
2.9	Open fields / soft verge	5m centres / grid pattern or less if required to accurately capture features	5m centres / grid pattern or less if required to accurately capture features	2D + 3D	Medium	Spots as blocks or points
2.10	Trees – Canopy extents, height and trunk where latter is greater than 0.5m diameter 1m above ground	All	All	2D	Medium	-
2.11	Small trees / Bushes / scrub / brambles etc. Extents and height	All areas	All areas	2D	Medium	-
2.12	Areas of overgrown vegetation					Where area(s) exist in excess of those cleared in accordance with 4.3.5, the <i>Consultant</i> shall endeavor to record ground level information around the full extent of the inaccessible area(s) to provide as reliable a representation of the ground levels as possible.

Additional notes:

1. Street furniture shall only be included in the 3D CAD file where it has a direct effect on the topography / levels in the immediate vicinity. If included it shall be represented as a block or string in accordance with Section 6.5.

Items within third party land

- 6.5.3 Where the survey extents extend into third party land this will be highlighted in the Package Order and the necessary permissions to enter the land obtained by the *Client* in advance. Further requirements are detailed in Section 6.3.2.

Agricultural land and public open space

- 6.5.4 The same requirements as identified above shall apply except the accuracy level may be reduced to medium.

Private and commercial / industrial properties

- 6.5.5 Where included within the survey extents these shall be treated as identified above with the same frequency and accuracy as that required on trunk roads regardless of the class of the adjacent highway. Particular attention should be paid to the building footprint, line of roadways, drives and paths as well as boundary information. Further requirements will be detailed in the Package Order.

6.6 Presentation of survey information

General

- 6.6.1 All surveys shall be provided electronically and include two CAD files, one in 2D and 3D file in .dwf or .dwg format compatible with AutoCAD Civil 3D and also in GENIO format (usable in MX Software).
- 6.6.2 The presentation scale for the survey output drawings shall be 1:250 on trunk roads and 1:500 on motorways unless otherwise stated in the Package Order.
- 6.6.3 Drawings shall contain the *Consultant's* title block and contact details and a table detailing the control stations created / used as detailed in Section 6.4.8. Additional a legend of all symbol types used shall be incorporated.

Basic Settings

- 6.6.4 The following settings shall be used:
 - Text style shall be RomanS
 - Point styles shall be in absolute units appropriate to the presentation scale
 - Drawing base units to be set to 'Unitless'.

- No information shall be placed on layer 0

Use of layers

- 6.6.5 The drawing layer name convention shall reflect the items listed in Section 6.5 and named in such a way as to minimise ambiguity as to the information contained within it. The colour definition for each layer may be at the discretion of the *Consultant* but shall be used in such a way as to aid in the visual clarity of the survey. Line type definition for each layer shall be continuous except for road markings and fence lines. Individual road markings shall be presented in a line type that reflects the marking surveyed. A library of such line types is available on request.

Use of blocks

- 6.6.6 Use of pre-defined blocks to represent surveyed features is permissible provided that this provides an accurate representation of the feature's extents and levels. Where blocks are used the insertion / base point shall reflect the part of the feature that was surveyed. The block orientation and size shall reflect and match the additional points surveyed for the feature. Where the shape and / or level information for an element cannot be adequately represented by a block then strings shall be used. For all block definitions line colour and type shall be defined as 'by block'.

Requirements specific to 2D files

- 6.6.7 2D files shall include contours represented at regular intervals across the survey extents. The required interval for contours will vary between sites and as such should be determined in a manner that provides sufficient indication of the general topography of the site without undue 'clutter'. Broadly the interval shall not be less than 100mm on flat sites or greater than 500mm on sites with significant level range. Major contours at each fifth interval shall be shown differently (weight or line type) so as to aid reading and shall be labelled with its level.
- 6.6.8 The 2D output file shall contain spot level information for all key features along with heights of features such as walls, fences and overhead cables. Additional information on type, size and nature of features surveyed shall also be included.

Requirements specific to 3D files

- 6.6.9 No string lines shall cross any other string or block entity as this causes errors when creating a surface with AutoCAD Civil 3D. Contours shall not be included in the 3D file. No feature or item within the 3D file shall have a zero level.

6.7 Quality Control

Collection of data on site

- 6.7.1 The *Consultant* shall employ a suitable methodology to ensure that the requirements of this specification are met and that all relevant features are recorded.

Presentation data

- 6.7.2 The *Consultant* shall undertake a review of both 2D and 3D output files for compliance to this specification prior to submission to the *Client*. For the 3D file particular attention should be paid to ensuring there are no level anomalies that produce an inaccurate representation of the site topography.

Sub-standard surveys

- 6.7.3 Omission of multiple items or of items of significant size / obvious nature, particularly where these have a bearing on the proposed works, will be considered a Defect.
- 6.7.4 In such circumstances, the *Client* will review the impacts of the omission(s) and any mitigating circumstances offered for the omission but the *Client* reserves the right to instruct the consultant to correct the Defect by way of returning to site for collection of the missing data at the *Consultant's* own expense, including any additional traffic management costs.