



Highways England Company Limited

NEC4 Term Service Short Contract
(June 2017 with amendments January 2019)

SCOPE

in relation to *services* for

A303 Amesbury to Berwick Down (Stonehenge)
Archaeological Works

Doc ref: HE551506-HE-EHR-SW_GN-000_Z-CD-LH-6000424

May 2020

CLIENT'S SCOPE

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Section	Scope (<i>Client's</i>)
S 100	Description of the <i>service</i>
S 200	Specifications
S 300	Constraints on how the <i>Contractor</i> Provides the Service
S 400	Requirements for the plan
S 500	Services and other things provided by the <i>Client</i>
S 600	Property affected by the <i>service</i>

S 100 Description of the service

Definitions

- S 100.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them elsewhere.
- S 100.2 Additional definitions can be found in Annex P
- S 100.3 References to documents within this Scope can be found in Annex A.

Scope of Works

S 100.4 The government has committed to upgrading the A303 past Stonehenge, (the A303 Amesbury to Berwick Down (Stonehenge) scheme), as part of its Road Investment Strategy (RIS) see link in Annex A) and improving connectivity along the A303/A358 route corridor to the South West.

- S 100.5 The scheme will unlock economic growth in the South West by transforming journey reliability, increasing safety and improving connectivity with neighbouring regions, whilst protecting and enhancing the environment. The *Client's* four objectives for the scheme are
- transport: To create a high quality reliable route between the South East and the South West that meets the future needs of traffic
 - economic growth: To enable growth in jobs and housing by providing a free-flowing and reliable connection between the South East and South West
 - cultural heritage: To help conserve and enhance the World Heritage Site and to make it easier to reach and explore and
 - environment and community: To improve biodiversity and provide a positive legacy for local communities

To ensure the *Client* achieves its A303 Amesbury to Berwick Down open to traffic date, the *Client* has determined that the project requires a programme of works carried out in advance of the main works programme.

- S 100.6 A programme of archaeology mitigation carried out alongside the Preliminary Works support the achievement of these objectives by de-risking the programme for the A303 Amesbury to Berwick Down improvement works, enabling the main works construction to commence in Autumn 2021.

The following objectives have informed the scope and programme of the archaeology mitigation work

- providing a cleared site ahead of the start of the Main Works that helps maintain the attractiveness of the scheme to prospective bidders and
- optimising the overall construction programme and mitigating the risk of delay to critical path activities.

S 100.7 The *Contractor* provides these *services*

- delivery of materials for consultation and subsequent agreement by the Secretary of State for Transport, Wiltshire Council and acceptance by the *Client* required by the Development Consent Order (DCO) prior to start of any site works (refer to S102 Section 1 description below).
- archaeological mitigation works to clear the site (refer to S102 Section 2 description) below
 - for installation of power and water supplies,
 - for diversion of an oil pipeline and undergrounding of electricity cables,
 - for minor highway works,
 - for geotechnical investigations and surveys,
 - so that the main works construction can commence, and
 - post mitigation works activities (refer to S102 Section 3 description below).

S 100.8 The *Contractor* works in collaboration with the Preliminary Works Contractor who provides

- delivery of documents for consultation and subsequent agreement by the Secretary of State for Transport (SoS) and acceptance by the *Client*, required by the DCO prior to start of any site works
- ecological mitigation works to clear the site,
 - for delivery of Archaeological Works,
 - for installation of power and water supplies,
 - for diversion of an oil pipeline,
 - for construction of the compound access track,
 - for minor highway works,
 - for geotechnical investigation and.
 - so that the Main Works construction can commence

- design, installation and commissioning of a water supply to the main compound area;
- construction of a temporary access track to the temporary site compound;
- geotechnical investigation and surveys,
- construction of highways work, including local statutory undertaker diversions, and
- principal contractor duties, in accordance with the Construction (Design and Management) Regulations 2015.

S 101 Service objectives

S 101.1 The *Client* is a non-departmental public body, sponsored by the Department for Transport and owned by the Secretary of State for Transport.

The *Client* is the strategic highways company appointed by the Secretary of State for Transport under the Infrastructure Act 2015 as highway authority for the majority of England's trunk roads including the A303 trunk road connecting London and the South East with the South West.

The *Client* 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.

The roads that make up the *Client's* strategic road network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

The *Client'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.

The Strategic Business Plan 2015 -2020 sets out the *Client's* main activities to improve the capacity and performance of the network and how the *Client* will do it. A revised plan is being prepared following the publication of the government's second Road Investment Strategy (RIS2).

The contract plays a key role in assisting and enabling the *Client* 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, and
- conserving and enhancing the historic environment

This is achieved through

- planning for the future,
- growing capability,
- building relationships,
- efficient and effective delivery,
- improving customer interface, and
- appropriate historic environment mitigation

The Client's Vision

S 101.2 The *Client's* vision, as set out in the RIS, is to revolutionise our roads and create a modern strategic road network 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.”

The Client's imperatives

S101.3 The *Client's* vision comprises of the three imperatives which are:

- **safety** – the safety of our employees, our service partners and our road users,
- **customer service** – The customer service and experience that road users have, and
- **delivery** – The delivery of the governments’ road building and maintenance programme which includes spending over £4 billion a year delivering our road network to our road users, stakeholders and customers.

S 101.4 The *Client's* imperatives set out what we do, and the *Contractor* aligns with these imperatives and supports the *Client* in achieving the *Client's* outcomes.

The Client's values and expectations

S 101.5 The *Client's* values are:

- **safety** – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our 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”, and
- **passion** – “building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.”

S 101.6 The *Client’s* values describe how it delivers its vision and imperatives, how it treats each other, and is expected to be treated, how it wants to be seen as an organisation and how it does business.

S 101.7 The *Contractor* has values that support those of the *Client* and that engender constructive and desired behaviours that enable a collaborative approach to achieving the *Client’s* outcomes.

S 102 Description of the *service*

S 102.1 The *service* is split into three Sections in accordance with S201 and summarised as follows

- Section 1 commences on the *starting date* and comprises pre-commencement work
 - provision of all approved documentation necessary for commencement of site based activities,
 - completion of certain surveys not requiring additional acceptance pre-commencement, and
 - collaboration with the Preliminary Works Contractor (refer to S100.8)
- Section 2 comprises site based activities in accordance with the Detailed Archaeological Mitigation Strategy (DAMS) (refer to link at Annex A), together with
 - off site assessments and testing to inform and be undertaken concurrently with site works,

- signing off of site based work by Wiltshire Council and submission and acceptance of each appropriate completion statement,
- preparation of a Post Excavation Assessment Report (PEAR) and Archaeological Research Design,
- Public Archaeology and Community Engagement (PACE) activities to take place on- and off- site.

The *Contractor* plans and undertakes the Section 1 and Section 2 *service* in collaboration with the Preliminary Works Contractor, as instructed by the *Client*.

- Section 3 comprises tests, inspections and residual archaeological site works
 - all further work to complete the mitigation work, for example off site testing, assessment and analysis, reporting and publication,
 - residual site works in main works areas where access is not possible during preliminary works, and
 - Public Archaeology and Community Engagement (PACE) activities.

S 102.2 There are areas of planned mitigation that cannot be accessed until the Main Works Contractor has completed the detailed design or construction of elements of the main works and traffic has been diverted.

The *Client* will instruct the *Contractor* during Section 3 on the provision of activities to be provided for these areas when the Main Works Contractor's programme of works is passed to the *Client*.

S 102.3 Task Orders for Tasks in Section 2 or 3 are issued in accordance with S310.

S 102.4 The drawings listed below show the area of land and property where the *service* is to be provided (refer to Annex A).

Drawing	Title
HE551506-AMW-GEN-SW_DR-GI-00710 to HE551506-AMW-GEN-SW_DR-GI-00723	HERITAGE BATCH AREAS AND SITE EXTENTS
HE551506-AMW-GEN-SW_GN_000_Z-SK-CH-0035 to	PRELIMINARY WORKS SITE EXTENT AND LIMITATIONS ON USE

HE551506-AMW-GEN- SW_GN_000_Z-SK-CH-0047	
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S 102.5 The drawings titled Heritage Batch Areas and Site Extents show archaeological sites and mitigation areas in the DAMS including areas where access and use is to be restricted to protect archaeological remains, together with additional locations where Tasks will be required.

The archaeological site extents shown are those in Figure 12.1 of the DAMS, as modified to reflect revised utilities work areas and to enable access and use of the land by Others.

The *Client* has grouped the sites and areas into batches where constraints exist or coordination with Others will be required to Provide the Service and maintain the overall *Client* scheme milestones. Refer to S301

S 102.6 The drawings titled Preliminary Works Site Extent and Limitations on Use show areas requiring delivery of Section 2 of the *service* by the *Contractor* and works by Others prior to the start of the Main Works together with limitations on use of those areas.

The works to be carried out by Others prior to the start of the Main Works are given in S319. Constraints on planning for the delivery of Section 2 of the *service* are given in S301.

S 200 Specifications

S 201 Specifications

Section 1 – Pre-commencement

S 201.1 1.1 Documentation and Acceptance

The *Contractor*

- Makes staff available for co-location with the *Client* at the *Client's* office (in Bristol, or as directed by the *Client*) who are engaged with project and programme management and the production of materials required in Section 1,
- prepares and submits plans for delivery of the *service*, in accordance with S301.3 and S400,
- attends progress, safety and risk management meetings, in accordance with S315, with the *Client* and the *Client* at the *Client's* office,

- plans the work identified in Section 2 of this paragraph (S201) in collaboration with the Preliminary Works Contractor,
- prepares health and safety plans, procedures, risk assessments, method statements and inductions for the *service*,
- prepares, submits for acceptance and resubmits, in accordance with S201.28 and S201.29 and as requested by the *Client*, the plans, strategies and reports within S201.24,
- reviews the DCO and the OEMP to identify and understand the start of site works requirements and other factors impacting on the delivery of Section 2 and Section 3 *services*,
- prepares and submits for consultation and acceptance in accordance with S201.28, S201.29, S326.10 and S326.11, a Construction Environmental Management Plan (CEMP) in accordance with the OEMP Table 3.2a item PW-G1,
- the *Client* provides an outline Heritage Management Plan (HMP) to be developed by the *Contractor*. The *Contractor* prepares and submits for consultation and acceptance a HMP, in accordance with S201.28, S201.29, S326.29, the DAMS paragraph 5.1.4, 6.1.6 and 6.1.7 and OEMP Table 2.1a item PW-CH1,
- the *Client* provides an outline Archaeological Method Statement to be developed by the *Contractor*. The *Contractor* prepares Archaeological Method Statements, in collaboration with the Preliminary Works Contractor, and submits for consultation and acceptance in accordance with S201.28 and S201.29, covering
 - activities requiring archaeological mitigation in accordance with the DAMS paragraph 6.1.8, 6.3.3, 6.3.20, 6.3.25, 6.4.2, 6.5.3 and 6.8.3,
 - ecological mitigation works, for example Stone Curlew replacement plots (Parsonage Down and Winterbourne Down) and tree planting at Countess Farm in accordance with the DAMS para. 5.2.67,
 - geotechnical or other intrusive surveys, protective works to buildings and felling or removing trees or hedgerows or cutting back their roots and undertake ground investigations,
 - fencing works,
 - the protection and preservation of archaeological remains, (incorporating compression calculation in accordance with the DAMS paragraph 5.1.22, 6.2.6), for construction working areas and land not required for construction (DAMS paragraph 5.3.20), and areas that will be subject to preservation of archaeological remains under fill materials during the preliminary works stage (DAMS paragraph 5.3.7),

- utilities and services diversions, in accordance with the DAMS paragraph 5.1.5, 5.2.33 – 5.2.34 and 5.2.51,
 - temporary haul roads and temporary traffic management diversions where archaeological remains will be preserved, in accordance with the DAMS paragraph 5.1.22 and 5.2.42,
 - minor highway improvement works at Rollestone Corner and east of Solstice Park, in accordance with the DAMS paragraph 5.1.5,
 - the use and demobilisation of preliminary works (highways) compounds north west of Longbarrow Roundabout and north east of Countess Roundabout and associated access routes, incorporating how topsoil will be retained and how archaeological remains will be protected and preserved in situ, in accordance with the DAMS paragraph 5.2.29,
 - the temporary diversion of the A360 west of its existing alignment south of Longbarrow Roundabout, incorporating proposals for preservation of archaeological remains, trial trench evaluation, and archaeological excavation and recording, in accordance with DAMS paragraph 5.2.58 – 5.2.61,
 - removal and stockpiling of topsoil, incorporating loading calculations and protection of topsoil retained in situ, removal of stockpiles, backfilling of excavated areas (and establishment of a suitable ground cover crop as directed by the *Client*) in accordance with the DAMS paragraph 5.2.18 – 5.2.19 and
 - removal and relocation of heritage assets (DAMS paragraph 6.2.7 – 8)
- prepares in collaboration with the Preliminary Works Contractor and submits for consultation and acceptance in accordance with S201.28, S201.29 and S326.9, a Soils Handling Strategy, having regard to the Soil Management Strategy, in accordance with the DAMS paragraph 5.2.17 and 5.2.18,
 - develops in consultation with the *Client* and implements a strategy for the deployment of deterrent measures to prevent stone curlew nesting within the boundaries of the Task Order Areas, while the Task Order Areas are in the possession of the *Contractor*,
 - develops for acceptance by the *Client*, in consultation with the stakeholders identified within the relevant DAMS references and S201, and implements scheme-wide strategies, for example
 - detailed scientific dating strategy and comprehensive programme for the recovery of samples for scientific dating, to be reflected in the SSWSIs, in accordance with the DAMS paragraph 6.3.70 – 6.3.74,

- detailed environmental sampling strategy for the collection, processing and assessment of environmental samples, to be reflected in the SSWSIs, in accordance with the DAMS para. 6.3.59 – 6.3.69,
 - strategy for geoarchaeological investigations to be reflected in the SSWSIs, in accordance with the DAMS para. 6.7.4, and
 - strategy for recovery of human remains incorporating a Sampling and Dating of Human Remains strategy report, to be reflected in the SSWSIs, in accordance with the DAMS paragraph 6.3.76 – 6.3.88,
- develops in consultation with the *Client* and the stakeholders identified within the DAMS and implements a Digital Data Management Plan (using the systems identified within S332), to be reflected in the SSWSIs, and liaises with the identified digital archive, in accordance with the DAMS paragraph 5.3.41 and sections 6.9 and 10.3,
 - adopts digital processes at all locations on site and provides digital data to the Project Information Model, for example
 - recording of archaeological information, for example drawings, photos and context sheets, with geospatial information,
 - 3D digital scanning of archaeological features and material, with geospatial information, and
 - location of previous and proposed archaeological surveys and fieldwork
 - *The Client* provides an outline Site Specific Written Scheme of Investigation (SSWSI) to be developed by the *Contractor*. The *Contractor* attends workshops with HMAG to be arranged by the *Client* regarding the scope of SSWSIs. Prepares and submits for consultation and acceptance in accordance with S201.28, S201.29 and S326.9, SSWSIs for archaeological investigations, in accordance with the DAMS paragraph 1.3.1, 5.2.2, 6.1.3, to include
 - principles, parameters and objectives, in accordance with the DAMS paragraph 2.1.2, 2.2.1, 2.3.1,
 - research themes and questions, in accordance with the DAMS para. 4.1.2,
 - methods for stockpiling topsoil with zero impact, in accordance with the DAMS paragraph 5.2.62 – 5.2.64, and
 - a programme of works for each SSWSI linked to the overall archaeological delivery programme and the overall preliminary works programme, in accordance with the DAMS para. 6.1.5 and paragraph S301.3 and S401.

- Prepares in collaboration with the Preliminary Works Contractor and submits to the *Client* for acceptance, in accordance with S201.28 S201.29, S301.3 and S401, and the DAMS paragraph 6.1.5, plans for the delivery of the works in Section 2,
- Provides and submits proposals for the *Contractor's* compounds and facilities to the *Client* for acceptance in accordance with S201.28 and S201.29,
- Provides the approved Traffic Management Plan for the Section 2 *service*, as defined in Requirement 9 of Schedule 2 of the DCO for the Highway works (refer to S301.33 – S301.45),
- The *Client* supplies details relating to unexploded ordnance (UXO), when that information is acquired. The *Contractor* carries out risk assessments for the possibility of UXO being found within mitigation areas and prepares and submits to the *Client*, for acceptance in accordance with S201.28 and S201.29, an emergency response procedure to respond to the discovery of UXO. The emergency response procedure includes notifications to Wiltshire Council, the emergency services and the affected landowner,
- The *Client* provides the *Contractor* with the results of recently conducted service and utility searches. The *Contractor* obtains and checks statutory and private service plans and takes the necessary precautions to avoid services when planning the *service*.

S 201.2 1.2 Pre-commencement Surveys

The *Contractor*

- prepares and submits for consultation and acceptance, in accordance with S201.28, S201.29 and S326.9, SSWSIs for
 - topographic surveys at three locations (as identified in the DAMS section 6.8.4), to provide a digital terrain model (DTM) and contour and hachure plans to map the form and extent of the earthworks in accordance with the DAMS para. 6.8.2. Prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201, a technical report on the findings, and
 - an airborne LiDAR survey of land east of Parsonage Down, incorporating the proposed level of accuracy, resolution and proposals for filtering, visualising and presenting the data (DAMS paragraph 6.8.9 – 6.8.10). Undertakes airborne LiDAR survey, processing and reporting to provide a digital elevation model (DEM) of the ground surface. Prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201, a technical report on the findings.
- 2. undertakes review by Archaeological Project Team (APT) Statistician of existing fieldwalking, topsoil sieving, trial trench evaluation, test-pitting

data and *Client's* archaeological statistical analysis. Provides continued inputs by APT Statistician into iterative development of archaeological strategy on site.

S 201.3

1.3 Public Archaeology and Community Engagement

The *Contractor*

- develops and undertakes, in collaboration with the *Client*, the PACE Strategy in accordance with DAMS paragraph 5.4.1 – 5.4.3, 6.1.14, incorporating the following elements
- prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201, a PACE Audience Mapping and Engagement Report to be undertaken in collaboration with the *Client*, as detailed within the PACE Strategy Action Plan 05-B (DAMS Appendix E). Reasons for not accepting are insufficient detail and non-conformance with the DAMS,
- prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201.28, S201.29 and S31.68 an engagement programme in collaboration with existing and ongoing heritage outreach and interpretation programmes, as detailed within the PACE Strategy Action Plan 06-A (DAMS Appendix E),
- liaises with the A303 Benefits Steering Group and its heritage sub-group, regarding legacy benefits linked to the Stonehenge, Avebury and Associated Sites World Heritage Site (WHS) Management Plan and developing partnerships, in accordance with PACE Strategy Action Plan 07-A (DAMS Appendix E),
- prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201.28 and S201.29, the Method Statement Report on PACE approach, methodology, monitoring and evaluation methods, deliverables and timetable, as detailed within the PACE Strategy Action Plan 08-A (DAMS Appendix E),
- attends PACE Steering Committee meetings,
- provides materials and equipment to deliver the PACE strategy (DAMS Appendix E),

Section 2 – Site Services

S 201.4

2.1 Mobilisation, programme, design and management

The *Contractor*

- provides APT, to include all required roles in accordance with the DAMS paragraph 6.1.13-17, and PACE team as identified within PACE Strategy Action Plan 04-B (DAMS appendix E). Provides CVs for named APT members for acceptance by the *Client* in accordance with S326,

- ensures interaction between the APT and field team through off site planning meetings, site visits and progress meetings, in accordance with the DAMS para. 6.1.16,
- provides archaeological field team to include all necessary labour, transport, supervision and management. Complies with the *Client's* policies relating to minimum provision of apprenticeships in accordance with S330,
- collects and disseminates data, in a format agreed with the *Client*, for assimilation into the Wiltshire and Swindon Historic Environment Record (WSHER) in accordance with the DAMS section 2.3 and paragraph 6.9.11 and the Archaeological Evaluation Strategy Report (AESR) paragraph 2.3.1 (see link at Annex A),
- attends regular progress, safety and risk meetings with the *Client* in accordance with S315,
- attends progress, monitoring and consultation meetings and meetings relating to the Section 3 (off site) work programme, in accordance with the DAMS paragraph 6.1.24, 6.3.18, 6.3.30, 6.3.38, 6.3.39, 6.3.47 and 6.3.85, sections 8.1 to 8.3 and section 8.5 and
- attends meetings relating to unexpected finds in accordance with the DAMS paragraph 6.1.19 – 6.1.21.

2.2. On-site Services

S 201.5 2.2a General

The *Contractor*

- provides site induction and tool box talks to all archaeological field team and APT staff and visitors in accordance with the DAMS paragraph 5.1.20, 6.1.6, 6.1.20 and 8.1.14,
- develops and delivers a scheme-specific training programme on the WHS and its Outstanding Universal Value (OUV) to all field staff in accordance with the DAMS para. 5.1.20,
- provides APT staff with the required mandatory training applicable to their roles, taking account of the *Client's* policies relating to the provision of apprenticeships etc. (refer to S330),
- provides and maintains traffic management in accordance with the Traffic Management Plan to achieve safe site access,
- provides and maintains permanent and temporary offices, compounds, storage and welfare facilities in accordance with the proposals issued under Section 1,
- provides and installs shelters or covers to protect archaeological remains and facilitate investigation, in accordance with the DAMS para. 6.1.23,

- provides, erects, maintains and manages temporary fencing, as defined within the HMP and in accordance with the DAMS paragraph 5.3.9 – 5.3.15, 6.2.2 and 6.2.3 and the OEMP Table 3.2a items PW-CH1, PW-CH4, PW-CH5 and PW-LAN1, incorporating fencing of retained trees, archaeological mitigation areas and protective fencing for areas that require preservation of archaeological remains,
- provides and installs surface protection measures such as track matting for plant movements, storage areas, temporary access routes and temporary welfare facilities,
- provides, and makes available for use by the *Client*, where relevant, all
 - security for plant, equipment, materials, archaeological sites, offices, compounds, storage and welfare facilities (refer to S303),
 - electronic measuring equipment that is of survey grade, for example GPS equipment and airborne LiDAR platform, in accordance with the DAMS para. 6.8.2,
 - equipment to manage flooded excavations,
 - plant, vehicles and equipment, site safety equipment, equipment required to carry out the investigation of archaeological remains, PPE equipment for all archaeological site staff and site visitors,
 - APT and field team equipment (computers, software, tablets, cameras) in order to deliver the scheme's Digital Construction Requirements.
- provides the Service in compliance with the DAMS as set out in items 2.2b – 2.2g below (S201.6 to S201.11),
- prepares and submits completion statements for each archaeological Task Order Area where the fieldwork has been completed and signed-off by the *Client* in accordance with the DAMS paragraph 8.4.2,
- prepares and submits to the *Client* interim statements describing the results of the investigations following completion of the fieldwork at each archaeological works site in accordance with the DAMS paragraph 9.2.2,
- undertakes airborne LiDAR survey, processing and reporting to provide a digital terrain model (DTM) of the ground surface. Prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201, a technical report on the findings,
- prepares a general photographic/video record of progress of works suitable for use in press releases and social media as part of PACE, comprising both ground and aerial images, and

- provides 4 weekly aerial photography of work sites as part of archaeological recording works.

S201.6

2.2b Surface Artefact Collection and Trial Trench Evaluation

The *Contractor*

- undertakes surface artefact collection (fieldwalking) in accordance with the DAMS paragraph 5.3.29 – 5.3.30 and 6.3.11 – 6.3.20 and the Overarching Written Scheme of Investigation (OWSI – refer to Annex A) clauses 4.2.7 – 4.2.12. Prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201.28, a technical report on the findings,
- undertakes archaeological trial trench evaluation in five areas as identified in the DAMS paragraph 5.3.38, incorporating ploughsoil artefact sampling and collection through topsoil sieving into the trial trenching programme in accordance with DAMS paragraph 5.3.31 and 6.3.12, the AESR paragraph 4.3.6 and OWSI paragraph 4.2.14 and 4.4.12,
- provides all equipment, plant and facilities to undertake trial trench evaluation, incorporating spoil haulage, management of stockpiles, removal of stockpiles and backfilling of stripped areas on completion of archaeological work in accordance with the DAMS paragraph 6.6.2,
- provides archaeological supervision of machine excavation and undertakes metal detection and hand excavation and recording of archaeological features and deposits, recovery of artefactual, ecofactual and other archaeological material, in accordance with the AESR paragraph 4.3.4 – 4.3.20, OWSI Section 4.4, and the approved SSWSI. Prepares, submits for acceptance by the *Client* and re-submits, in accordance with S201.28, a technical report on the findings,
- provides survey location of trial trenches and archaeological features and deposits in accordance with OWSI paragraph 4.4.2,
- provides 3D recording of finds, 3D modelling of burials and 3D recording and excavation of lithic scatters, as instructed by the *Client*,
- undertakes site demobilisation and clear away to include the removal of survey stations,

S 201.7

2.2c Archaeological Monitoring and Recording (AMR)

The *Contractor*

- prepares and submits for consultation and acceptance in accordance with S201.28 and S201.29, SSWSIs and undertakes archaeological mitigation for any additional geotechnical or other intrusive surveys, for example
 - ground investigations, in accordance with the DAMS paragraph 5.1.5 and 5.2.65 – 5.2.66,

- ground remediation, in accordance with the DAMS paragraph 5.1.5 and 5.2.65 – 5.2.66,
 - ecological mitigation works, for example stone curlew replacement plots, in accordance with the DAMS paragraph 5.1.5 and 5.2.67,
 - fencing works in accordance with the DAMS paragraph 5.1.5 and 5.3.9 – 5.3.15,
 - utilities and services diversions and horizontal directional drilling in accordance with the DAMS paragraph 5.1.5, 5.2.30 – 5.2.34 and 5.2.51 – 5.2.52,
 - site clearance works in accordance with the DAMS paragraph 5.1.5, and
 - protective works to buildings and felling or removal of trees or hedgerows or cutting back their roots in accordance with the DAMS paragraph 5.2.66.
- undertakes archaeological photographic recording before protection measures are deployed and before and after vegetation clearance, in accordance with the DAMS paragraph 5.3.8 and 6.2.1,
 - provides archaeological supervision of machine stripping or excavation (by the preliminary works or other contractor) at locations requiring AMR in accordance with the DAMS paragraph 6.5.3 and the approved SSWSIs,
 - undertakes metal detection and hand excavation of archaeological features and deposits, recovery of artefactual, ecofactual and other archaeological material, in accordance with the DAMS paragraph 6.5.5 and the approved SSWSIs,
 - provides survey location of archaeological mitigation areas and archaeological features and deposits and 3D recording of finds in accordance with the DAMS paragraph 6.3.21 and 6.3.26),
 - provides 3D modelling of burials and 3D recording and excavation of lithic scatters, as instructed by the *Client* (DAMS paragraph 6.3.31 and 6.3.78),
 - undertakes site demobilisation and clear away to include the removal of survey stations.

S 201.8 2.2d Preservation of archaeological remains in situ

The *Contractor*

- undertakes archaeological mitigation works in advance of fencing works in accordance with the DAMS paragraph 5.1.5 and 5.3.9 – 5.3.15 and the approved MSs and SSWSIs and

- undertakes photographic recording of site conditions before protection measures are deployed and after their removal in accordance with the DAMS paragraph 5.3.8 and 6.2.1.

S 201.9

2.2e Archaeological excavation and recording (AER) and strip, map and record (SMR) at archaeological sites requiring preservation by record prior to construction, as identified within the DAMS Appendix D.

The Contractor

- provide sieving equipment and temporary processing facilities (dry or bulk wet sieving system) on site and undertake topsoil sieving strategy in advance of machine clearance at six sites in accordance with the DAMS paragraph 5.3.31, 6.3.14 and 6.3.18 – 6.3.19,
- provide mechanical plant and undertake stripping of sites for AER and SMR under archaeological supervision, spoil haulage, management of stockpiles, removal of stockpiles and backfilling of stripped areas on completion of archaeological work in accordance with the DAMS paragraph 6.3.4, 6.3.21 – 6.3.23 and 6.4.6,
- identify, in consultation with the stakeholders identified within the DAMS, selected areas and undertake targeted geophysical surveys within sites for AER or SMR following machine stripping in accordance with the DAMS paragraph 6.3.24, for example detailed magnetometer survey, ground penetrating radar, electrical resistance survey and electromagnetic induction, as relevant,
- undertakes mapping of exposed archaeological features and deposits using electronic survey equipment,
- undertakes metal detection and hand excavation of archaeological features and deposits at sites for AER or SMR, recovery of artefactual, ecofactual and other archaeological material, in accordance with the baseline sampling strategy described in the DAMS and the approved SSWSIs. Undertakes additional hand excavation in accordance with DAMS paragraph 6.3.5 – 6.3.6, 6.3.36, 6.4.4, 6.5.13,
- provides survey location of archaeological mitigation areas, archaeological features and deposits and 3D recording of finds in accordance with the DAMS paragraph 6.3.21, 6.3.26 and 6.3.52 – 6.3.53,
- provides 3D recording and excavation of lithic scatters in accordance with the DAMS paragraph 6.3.31,
- provides 3D modelling of burials in accordance with the DAMS paragraph 6.3.78,
- undertakes site demobilisation and clear away to include the removal of survey stations,

- S 201.10 2.2f Geoarchaeological investigations as identified within the DAMS Appendix D
- The *Contractor*
- prepares site specific deposit models for geoarchaeological investigations in the locations identified in the DAMS paragraph 6.7.7 to be reflected in the SSWSIs in accordance with the DAMS paragraph 6.7.14. Develop deposit models from evaluation and new data collected during fieldwork to inform development of the on-site iterative process in accordance with the DAMS paragraph 7.2.3,
 - provides mechanical plant and undertake excavation of geoarchaeological test trenches or test pits in accordance with the DAMS paragraph 6.3.4 and the approved SSWSI,
 - provides equipment to assist geoarchaeological investigations (borehole rig, hand augers etc.) in accordance with the DAMS paragraph 6.7.1 and 6.7.8,
 - provides survey location of geoarchaeological investigation areas, geoarchaeological features and deposits and 3D recording of archaeological finds in accordance with the DAMS paragraph 6.3.21, 6.3.26 and 6.3.52 – 6.3.53,
 - undertakes geoarchaeological recording and sampling under supervision and guidance of the APT geoarchaeologist in accordance with the DAMS. Prepare, submit for acceptance and re-submit, in accordance with S201, a technical report on the findings,
 - undertakes site demobilisation and clear away to include the removal of survey stations.
- S 201.11 2.2g Identify additional sites that require mitigation
- The *Contractor*
- identifies, in consultation with the stakeholders identified within the DAMS, additional sites that require preservation in situ. Implement measures for preservation in situ, as instructed by the *Client* and
 - identifies, in consultation with the stakeholders identified within the DAMS, any heritage assets that require relocation (subject to detailed design) and undertake removal and relocation in accordance with the DAMS paragraph 6.2.7 – 6.2.8 and 7.2.3(a).
- S 201.12 1.3 Public Archaeology and Community Engagement
- The *Contractor*
- provides in collaboration with the *Client*, the PACE Strategy in accordance with the DAMS paragraph 5.4.1 – 5.4.3 and 6.1.14, including

- undertakes a programme of live, local and site-based activities in accordance with the DAMS Appendix E (PACE Strategy Action Plan 09-A),
- provides content for press releases to the *Client' Agent* in accordance with the PACE Strategy Action Plan 10-C (DAMS Appendix E),
- provides content, maintain and update information points in local public and community venues in accordance with the PACE Strategy Action Plan 10-D (DAMS Appendix E),
- provides content for social media outreach in accordance with the PACE Strategy Action Plan 10-E (DAMS Appendix E),
- develops and implements a data collection strategy to assess impact of PACE activities, in accordance with the PACE Strategy Action Plan 12-A, and maintains ongoing qualitative and quantitative reporting during PACE programme, PACE Strategy Action Plan 12-B (DAMS Appendix E). Prepares submits and re-submits in accordance with the PACE Strategy Action Plan 12-C (DAMS Appendix E), a PACE Monitoring and Evaluation Report for acceptance by the *Client*, in accordance with S201.28, S201.29 and S315. Reasons for not accepting are insufficient detail and non-conformance with this scope or the DAMS,
- attends PACE Steering Committee meetings, and
- provides venues, materials and equipment to deliver the PACE strategy (DAMS Appendix E).

Section 3 – reporting and residual site works

3.1 Off site Services

S 201.13 3.1a - Processing of artefacts and samples concurrent with Section 2 site works

The Contractor

- undertakes processing of artefacts and samples concurrent with Section 2 site works activities to inform iterative excavation sampling strategy, incorporating spot dating and preliminary assessment of environmental samples in accordance with the DAMS paragraph 6.3.8, 6.3.63, 7.4.1 – 7.4.2. Provides ongoing feedback of preliminary results to the archaeological field team,
- undertakes bulk sample recovery, transit, storage and sample processing in accordance with the DAMS paragraph 6.3.6 and 6.3.38,
- undertakes in situ environmental sampling in accordance with the DAMS and the detailed Environmental Sampling Strategy (refer to this clause item 1.1.7),
- undertakes cleaning/washing, processing, labelling and storage of all materials recovered during the investigations such as artefacts,

samples and human remains in accordance with the DAMS paragraph 6.3.32 and 6.3.75, and

- provides first-aid for artefacts and undertake initial preventive conservation, and provides all materials required for the work, in accordance with the DAMS paragraph 6.3.34.

S 201.14 3.1b Post-fieldwork assessment concurrent with Section 2 site works and ongoing during Section 3

The *Contractor*

- provides preventive conservation incorporating laboratory work and provision of all materials required for the work in accordance with the DAMS paragraph 6.3.34,
- provides conservation assessment and recommendations for investigative and remedial conservation and work required to meet the requirements of Salisbury Museum, in accordance with the DAMS paragraph 6.3.34. Implements measures for long-term conservation, as instructed by the *Client*,
- provides X-ray investigation of metal artefacts recovered during the *service* in accordance with DAMS paragraph 6.3.26,
- prepares and submits to the *Client* weekly illustrated progress reports during Section 2 site works and throughout the Section 3 post-excavation assessment stage in accordance with the DAMS paragraph 8.2.2 and 8.3.4,
- undertakes initial programme of scientific dating in accordance with the strategy for scientific dating (see this S201 1.1, bullet 13, sub-bullet 1) and DAMS paragraph 6.3.70 – 6.3.74,
- undertakes initial programme of scientific studies for the assessment and study of human remains in accordance with the strategy for recovery of human remains (see this S201 1.1, bullet 13, sub-bullet 4) and the DAMS paragraph 6.3.78 and 6.3.88,
- undertakes specialist assessment and analysis of all materials and samples recovered from the advanced archaeological mitigation works to inform the PEAR in accordance with the strategies for environmental sampling and geoarchaeological investigation (see this paragraph S201 1.1, bullet 13, sub-bullet 2ii and bullet 10 sub-bullet 3) and DAMS section 6.3 and chapter 9,
- prepares submits and re-submits for acceptance by the *Client*, in accordance with S201.28 and S201.29, the PEAR and Method Statements for post-excavation analysis, in accordance with the DAMS chapter 9, paragraph 9.2.6 and Appendix E PACE Strategy Action Plan 11-D. Reasons for not accepting is it has
 - insufficient detail or

- a non-conformance with the DAMS and
- provides digital outputs to Wiltshire and Swindon Historic Environment Record in accordance with the Digital Data Management Plan (see this clause 1.1, item 11), DAMS paragraph 5.2.16, 6.9.11, 9.3.3 and appendix E (PACE Strategy Action Plan 11-C).

S 201.15 3.1c Post-fieldwork analysis, publication, museum deposition, and deposition of digital datasets

The *Contractor*

- undertakes further programme of scientific dating as identified in the approved PEAR and in accordance with the DAMS paragraph 6.3.70 and 6.3.74,
- undertakes further programme of scientific studies for the assessment and study of human remains as identified in the approved PEAR and in accordance with the DAMS paragraph 6.3.78 and 6.3.88,
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, and submits annual fieldwork round-ups suitable for publication in local and period journals, in accordance with the DAMS paragraph 5.3.40, 9.3.3 and Appendix E (PACE Strategy Action Plan 11-B),
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, popular publication(s) including booklets produced for a general readership in accordance with the DAMS paragraph 5.3.39-40, 9.3.4 and Appendix E (PACE Strategy Action Plan 11-A),
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, academic publication(s) including monograph(s) and articles suitable for publication in relevant local, period and technical heritage journals commensurate with the significance of the fieldwork results, in accordance with the DAMS paragraph 5.3.39 and 9.3.4,
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, professional and technical papers commensurate with the significance of the fieldwork results, in accordance with the DAMS paragraph 5.3.39 and 9.3.4,
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, and submit open access publications to be hosted by Archaeology Data Service archive in accordance with the DAMS paragraph 9.3.5 and Appendix E (PACE Strategy Action Plan 11-F & 11-H),
- prepares for acceptance by the *Client*, in accordance with S201.28 and S201.29, and present contributions at a conference to be organised by the *Client* to promote the results of the work in accordance with the DAMS paragraph 9.3.6,

- undertakes liaison with Salisbury Museum regarding the requirements of the project archive and for the transfer of the complete project archive (site archive and research archive) in accordance with Chapter 10 and paragraph 5.3.41 of the DAMS,
- provides museum type approved storage boxes for long-term storage of artefacts, samples and other material from the investigations. Organise, catalogue and store the project archive at a safe and secure location, and ensure it conforms to the requirements of the recipient repository in accordance with the DAMS Chapter 10,
- remits to Salisbury Museum the archive deposition and storage charge as directed by the *Client*. Transfer site archive and research archive to the museum in accordance with DAMS paragraph 5.3.40,
- prepares and deposits archive digital data within the identified digital archive in accordance with the DAMS paragraph 5.3.4, sections 6.9 and 10.3 and the systems identified within S332,
- prepares and submits pollen data to the European Pollen Database in accordance with the DAMS paragraph 10.1.4,
- prepares and submits archaeobotanical data for inclusion into the ArboDat recording and database system in accordance with the DAMS paragraph 10.1.4, and
- submits project information to OASIS (Online Access to the Index of archaeological investigations) in accordance with the DAMS paragraph 2.3.1.

3.2 Residual archaeological site works

S 201.16

3.2a Mobilisation

The *Contractor*

- prepares Heritage Management Plan (HMP), in collaboration with the Main Works Contractor, following an outline to be provided by the *Client*, submit for acceptance and resubmit in accordance with the acceptance process (refer to S201.28 and S201.29, DAMS paragraph 5.1.4 and OEMP MW-CH1), including means of access and archaeological constraints related to ground movement monitoring stations (DAMS paragraph 5.2.10),
- prepares following an outline to be provided by the *Client*, submits for acceptance and resubmits in accordance with S201.28 and S201.29, Archaeological Method Statements for Main Works activities requiring archaeological mitigation (DAMS paragraph 6.1.8 and Appendix D), for example (for works not undertaken at preliminary works stage),
 - ecological mitigation works (DAMS paragraph 5.2.67),
 - geotechnical or other intrusive surveys, protective works to buildings and felling or removing trees or hedgerows or cutting

back their roots and undertake ground investigations, including archaeological mitigation works (DAMS paragraph 5.1.5, 5.2.65 – 5.2.66), and

- fencing works. Provide, maintain and manage fencing (DAMS paragraph 5.1.5) including fencing archaeological mitigation areas, protective fencing for areas that require preservation of archaeological remains (DAMS paragraph 5.2.13 – 5.2.14, 5.3.10, 5.3.14, 6.2.3).
- prepares following an outline to be provided by the *Client*, submits for acceptance and resubmits, in accordance with S201.28 and S201.29, Archaeological Method Statements incorporating compression calculations for the protection and preservation of archaeological remains (DAMS paragraph 5.1.22, 5.2.13 – 5.2.14, 6.1.8, 6.2.6), to cover for example
 - construction working areas and land not required for construction (DAMS paragraph 5.3.20, 6.1.8),
 - areas that are subject to preservation of archaeological remains under fill materials during the Main Works stage (DAMS paragraph 5.2.13 – 5.2.14, 6.2.4),
 - zero-impact construction methods along rights of way (DAMS paragraph 5.2.24),
 - temporary A303 diversion connecting the existing Longbarrow (A303/A360) junction with the new northern roundabout of the new Longbarrow (dumb bell) junction 3 (DAMS paragraph 5.2.57),
 - temporary haul roads and temporary traffic management diversions (DAMS paragraph 5.1.22, 5.2.42),
 - temporary access crossing of the River Till, including targeted AMR and AER where topsoil is required to be stripped (DAMS paragraph 5.2.43 – 5.2.44),
 - permanent crossing of the River Till to include loading, compaction etc., calculations and approach to archaeological mitigation in accordance with the DAMS paragraph 5.2.48,
 - temporary topsoil stockpiles, describing the stockpile requirements (DAMS paragraph 5.2.62 – 5.2.64), and
 - establishment of the main civils compound area and satellite compounds and related access routes, including how topsoil is retained in situ and how archaeological remains will be protected and preserved in situ; and how the measures are reversed during decommissioning and removal of the compounds (DAMS paragraph 5.2.29).

- prepares, submits for acceptance and resubmits in accordance with S201.28 and S201.29, as instructed by the *Client*, a Soils Handling Strategy (DAMS paragraph 5.2.18), having regard to the Soil Management Strategy (DAMS paragraph 5.2.17),
- prepares, submits for acceptance and resubmits in accordance with S201.28 and S201.29 archaeological Method Statements, for example
 - removal and separate stockpiling of topsoil from within the WHS to topsoil stockpiling area(s) outside the WHS, including archaeological screening of topsoil from the WHS to remove finds prior to reuse (DAMS paragraph 5.2.18),
 - mapping of (i) where soils from the WHS have been stripped from, (ii) where they are stored, (iii) where they are placed (DAMS paragraph 5.2.19) and (iv) submitting of this information to the WSHER (DAMS paragraph 6.9.11),
 - stockpiling of topsoil outside the WHS (DAMS paragraph 5.2.64), including loading calculations and protection of topsoil retained in situ, removal of stockpiles and subsequent restoration work to topsoil,
 - chalk grassland creation or reversion (paragraph 5.2.21),
 - new tree, hedgerow and shrub planting (DAMS paragraph 5.2.22, 5.2.27),
 - remediation of areas of contaminated land (DAMS paragraph 5.1.5, 5.2.66), and
 - rights of way: zero impact construction methods (in consultation with the Main Works Contractor) (DAMS paragraph 5.2.23 – 24).

S 201.17

3.2b General

The *Contractor*

- provides site induction and tool box talks to all staff, including the archaeological field team, APT staff and visitors (DAMS paragraph 5.1.20, 6.1.6, 6.1.20, 8.1.14),
- provides tool box talks to Main Works Contractor staff and their subcontractors (DAMS paragraph 5.1.20, 6.1.6),
- supervises the erection of temporary and permanent fencing in accordance with the HMP (DAMS paragraph 6.2.2) and supervises the removal of protective fencing at the end of construction (DAMS paragraph 5.3.15),
- in areas not subject to archaeological mitigation at preliminary works stage, provides and installs surface protection measures such as track

matting for plant movements, storage areas and temporary access routes,

- undertakes any remaining archaeological mitigation site works required at main works stage, together with the related off site works and reporting in compliance with the DAMS paragraph 5.1.10, 5.2.7, section 5.3 (paragraph 5.3.21 – 5.3.38) and chapter 6, and
- prepares a general photographic/video record of progress of site works suitable for use in press releases and social media as part of PACE, comprising both ground and aerial images.

S 201.18

3.2c Archaeological Excavation and Recording (AER)

The *Contractor*

- prepares, submits for acceptance and resubmits in accordance with the acceptance process (refer to S201.28 and S201.29) SSWSIs, as instructed by the *Client*, for archaeological excavation and recording in compound areas where it is unfeasible to achieve a no-dig solution (for example in areas required for concrete batching plants or tunnel spoil processing plants), following archaeological evaluation at Section 2. Undertake archaeological excavation and recording (DAMS paragraph 7.3.2),
- prepares, submits for acceptance and resubmit in accordance with the acceptance process (refer to S201.28 and S201.29), as instructed by the *Client*, SSWSIs for archaeological excavation and recording where works to existing roads may impact archaeological remains, for example, where the A303 crosses the line of the Avenue and at Winterbourne Stoke Crossroads. Undertake archaeological excavation and recording (DAMS paragraph 5.2.27),
- prepares, submits for acceptance and resubmits in accordance with the acceptance process (refer to S201.28 and S201.29), as instructed by the *Client*, SSWSIs for archaeological excavation and recording where topsoil is required to be stripped in relation to the temporary access crossing of the River Till (DAMS paragraph 5.2.44),
- prepare, submit for acceptance and resubmit in accordance with the acceptance process (refer to S201.28 and S201.29), as instructed by the *Client*, SSWSIs for archaeological excavation and recording associated with any additional geotechnical or other intrusive surveys, protective works to buildings and felling or removal of trees or hedgerows or cutting back their roots (DAMS paragraph 5.2.66). Undertake archaeological excavation and recording, and
- undertake site demobilisation and clear away to include the removal of survey stations.

S 201.19

3.2d Strip, Map and Record (SMR)

The *Contractor*

- prepare, submit for acceptance and resubmit in accordance with the acceptance process (refer to S201.28 and S201.29), as instructed by the *Client*, SSWSIs for strip, map and record in compound areas where it is unfeasible to achieve a no-dig solution (for example in areas required for concrete batching plants or tunnel spoil processing plants), following archaeological evaluation at Section 2. Undertake strip, map and record (DAMS paragraph 7.3.2), and
- undertake site demobilisation and clear away to include the removal of survey stations.

S 201.20 3.2e Archaeological Monitoring and Recording (AMR)

The *Contractor*

- prepares, submits for acceptance and resubmits in accordance with S201.28 and S201.29, as instructed by the *Client*, SSWSIs for archaeological monitoring and recording, for example
 - in compound areas where it is unfeasible to achieve a no-dig solution (for example in areas required for concrete batching plants or tunnel spoil processing plants), following archaeological evaluation at Section 2, in accordance with the DAMS paragraph 7.3.2,
 - where works to existing roads may impact archaeological remains, for example, downgrading of A303 and A360 in accordance with the DAMS paragraph 5.2.27,
 - where topsoil is required to be stripped in relation to the temporary access crossing of the River Till in accordance with the DAMS paragraph 5.2.44,
- provides archaeological supervision of machine stripping or excavation (by the main works or other contractor) and undertake archaeological monitoring and recording in accordance with the DAMS paragraph 6.5.3 and the approved SSWSIs,
- if required by the Main Works Contractor's methodology for installation of ground movement monitoring stations along the ground surface above the tunnel section
 - Prepares, submits for acceptance and resubmits in accordance with S201.28 and S201.29, as instructed by the *Client*, SSWSIs for archaeological monitoring and recording,
 - Undertakes archaeological supervision during installation and removal of the monitoring equipment (DAMS paragraph 5.2.8 – 5.2.10; p. 311),
 - Undertakes photographic recording of site conditions during installation and removal (DAMS paragraph 5.3.8, 6.2.1), and

- undertakes site demobilisation and clear away to include the removal of survey stations.

S 201.21

3.2f Preservation of archaeological remains

The *Contractor*

- undertakes archaeological mitigation works in advance of fencing works in accordance with the approved Method Statements and DAMS paragraph 5.1.5, 5.3.10,
- undertakes photographic recording of site conditions before protection measures are deployed and after their removal, including the removal of measures deployed during Section 2 (DAMS paragraph 5.3.8 and 6.2.1),
- undertakes archaeological supervision of measures for the protection and preservation of archaeological remains in accordance with the approved Method Statements, as instructed by the *Client*
 - areas that are subject to preservation of archaeological remains under fill materials during the MW stage (DAMS paragraph 5.2.13 – 5.2.14, 6.2.4),
 - zero-impact construction methods along rights of way (DAMS paragraph 5.2.24),
 - temporary A303 diversion connecting the existing Longbarrow (A303/A360) junction with the new northern roundabout of the new Longbarrow (dumb bell) junction 3 (DAMS paragraph 5.2.57),
 - temporary haul roads and temporary traffic management diversions (DAMS paragraph 5.1.22, 5.2.42),
 - temporary access crossing of the River Till (DAMS paragraph 5.2.43 – 5.2.44),
 - permanent crossing of the River Till in accordance with the DAMS paragraph 5.2.48,
 - temporary topsoil stockpiles (DAMS paragraph 5.2.62 – 5.2.64),
 - ground movement monitoring locations (DAMS paragraph 5.2.8 – 5.2.10, and
 - establishment, decommissioning and removal of the main civils compound area and satellite compounds and related access routes (DAMS paragraph 5.2.29).

Public Archaeology and Community Engagement (PACE)

S 201.22

The *Contractor*

- provides, in collaboration with the *Client*, the PACE Strategy in accordance with the DAMS paragraph 5.4.1 to 5.4.3 and 6.1.14, incorporating the following elements,
 - liaises with the Client regarding legacy benefits linked to WHS Management Plan, in accordance with PACE Strategy Action Plan 07-A (DAMS Appendix E),
 - undertakes a programme of local activities in accordance with the DAMS Appendix E (PACE Strategy Action Plan 09-A),
 - provides content for press releases to the Client (PACE Strategy Action Plan 10-C),
 - provides content to maintain and update information points in local public and community venues (PACE Strategy Action Plan 10-D),
 - provides content for social media outreach (PACE Strategy Action Plan 10-E),
 - provides ongoing qualitative and quantitative feedback during PACE programme (PACE Strategy Action Plan 12-B). Prepare, submit and re-submit a PACE Monitoring and Evaluation Report describing the intended and actual outcomes of the programme in accordance with the PACE Strategy Action Plan 12-C (DAMS Appendix E) for acceptance by the Client, in accordance with S201, S315 and S326,
- attends PACE Steering Committee meetings, and
- provides venues, materials and equipment to be used to deliver the PACE strategy.

Plans, Strategies and Reports

- S 201.23 The *Contractor* provides support to the *Client's* Stakeholder Engagement and Communications Strategy in accordance with S315.
- S 201.24 The *Contractor* prepares and submits to the *Client* for acceptance the plans, strategies and reports within S201.27 within the timescales indicated after the *starting date*.
- Refer to S301 for periods of reply for each plan category and paragraph S201.28 for acceptance processes
- S 201.25 The *Client* provides the *Contractor* with outline documents (CEMP, HMP, archaeological Method Statement, SSWSI, Soils Handling Strategy) at the commencement of Section 1. These outline documents may be used by the *Contractor* for the development of its submissions.
- The *Contractor* submits plan category 1 and 2 documents (refer to S201.27 and S301.50) for comment by the *Client* prior to the consultation and acceptance process.

S 201.26 The *Contractor* follows the consultation and acceptance process for the HMP, SSWSIs and archaeological Method Statements in accordance with the DAMS sections 8.5 and 8.6.

The *Contractor* follows the consultation and acceptance process for the CEMP, INNS Management Plan (if required) and Soils Management Strategy in accordance with the OEMP section 1.4 and table 2.1 items PW-G1, PW-BIO1 and PW-GEO3.

Where consultation with Wiltshire Council, Historic England, HMAG or any other parties is explicitly stated to be required by the DAMS in connection with the preparation of a SSWSI, HMP or Archaeological MS, the *Client* provides prior notification of its intention to issue consultation material to the consultees at least 7 business days before doing so.

S 201.27

Deliverable (Scope Ref.)	Plan category (refer to S301.50)	Timescale	Reasons for non-acceptance (refer to 201.29)	Consequences
Traffic Management Plan (S301.33)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope. 	resubmission
Security Management Plan (S303.2)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
PACE Strategy (S201.3)	4	As required to meet the <i>Contractor</i> 's Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
PACE Audience Mapping and Engagement Report (S201.3)	4	As required to meet the <i>Contractor</i> 's Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
PACE Method Statement	4	As required to meet the	<ul style="list-style-type: none"> insufficient detail or 	resubmission

Report (S201.3)		<i>Contractor</i> s Plan	<ul style="list-style-type: none"> deviating from adherence to the Scope 	
PACE Monitoring and Evaluation Report (S201.12)	4	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Post Excavation Assessment Report (S201.14)	4	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Digital Data Management Plan (S201.1)	4	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Construction Phase Plan (S321.43)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Heritage Management Plan (S201.1)	1	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission
Sampling and Dating of Human Remains Strategy Report (S201.1)	4	As required to meet the <i>Contractor</i> s Plan.	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Soils Handling Strategy (S201.1)	1	As required to meet the <i>Contractor</i> s Plan.	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission

Construction Environmental Management Plan (S201.1)	1	As required to meet the <i>Contractors Plan</i> .	<ul style="list-style-type: none"> failure to deliver <i>Client / DCO</i> requirements 	delay to programme. resubmission
Health, Safety and Wellbeing Implementation Plan (S321.1)	4	1 month	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Commissioning and Handover Plan (S301.63)	4	As required to meet the <i>Contractors Plan</i>	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Site Waste Management Plan (S312.1)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Commissioning Report (S315.4)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Stakeholder and Community Relations Plan (S315.68)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Customer Plan (S315.52)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Subcontracting Plan (if required) (S315.59)	4	5 days (refer to S315.59)	<ul style="list-style-type: none"> insufficient detail or deviating from 	resubmission

			adherence to the Scope	
Site Specific Written Schemes of Investigation (S201.1)	2	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission
Archaeological Method Statements (S201.1)	2	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission
Method Statements (other than Archaeological Method Statements) (S326.9)	3	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission
Invasive Non-Native Species Management Plan (if required) (S326.9)	1	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> failure to deliver <i>Client</i> / DCO requirements 	delay to programme. resubmission
Handover Environmental Management Plan (S326.12)	4	As required to meet the <i>Contractor</i> s Plan	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Employment and Skills Plan (S330.4)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Inclusion Action Plan (S330.3)	4	4 weeks	<ul style="list-style-type: none"> insufficient detail or deviating from adherence to the Scope 	resubmission
Information Security Plan (S332.14)	4	12 weeks	<ul style="list-style-type: none"> insufficient detail or 	resubmission

			<ul style="list-style-type: none"> • deviating from adherence to the Scope 	
Slavery and Human Trafficking Report, transparency Statement and Risk Register (S335.7)	4	52 weeks (refer to S335.7)	<ul style="list-style-type: none"> • insufficient detail or • deviating from adherence to the Scope 	resubmission
Plan (S400)	4	6 weeks	<ul style="list-style-type: none"> • insufficient detail or • deviating from adherence to the Scope 	resubmission
Quality Plan (S352)	4	2 weeks	<ul style="list-style-type: none"> • insufficient detail or • deviating from adherence to the Scope 	resubmission

All plans are updated at a frequency required to ensure the quality and effective integration of the works being delivered.

Document submission procedures and acceptance criteria

S 201.28

Materials to be submitted are provided in hard and electronic media in a form to be determined by the *Client* such as to enable the *Client* to carry out its obligations.

The *Contractor's* submission procedure is:

- no materials are submitted to the *Client* unless accompanied by the relevant certificate or certificates, and
- the *Contractor* submits his documents taking account of the period of reply stated in S301.50.

S 201.29

The *Client* returns one copy of each certificate to the *Contractor* endorsed as appropriate:

- a) "accepted" means that the *Contractor* may proceed with the relevant work,
- b) "accepted with comments" means that the *Contractor* amends the design or other information accompanying the certificate to

take account of the comments. The *Contractor* may then proceed with the relevant work without the recertification, and

- c) "returned unaccepted with comments" means that the *Client* has not accepted the design or other information. Reasons for not accepting include not complying with the Scope, the DAMS or OEMP, applicable law, not meeting Plan requirements or other reasons stated in the Scope. The *Contractor* then revises the submission and resubmits to the *Client* with the relevant certificate.

Design or other information submitted with a certificate which has been endorsed by the *Client* as "accepted" is adhered to except where varied under clause 14.2 of the *conditions of contract*. Design or other information submitted with a certificate which has been endorsed by the *Client* as "accepted with comments" is amended and then adhered to except where varied under clause 14.2 of the *conditions of contract*.

If the *Client* fails to return any certificate duly endorsed within the period of reply stated in S301.50, then the certificate is deemed to be returned marked "accepted".

Project Control Framework (PCF)

S 201.30 The *Client* operates a Project Control Framework (PCF) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project. These PCF products are produced, reviewed, updated or refined at various stages of the project life cycle. The *Contractor* will be involved in production, review and revision of the PCF products as the project life cycle evolves.

The end reviewers, including Operations Directorate (OD) and Customer Operations (CO) will be able to contribute to the *Contractor's* Performance Indicators (PIs) on the basis of the quality of PCF products and PCF product satisfaction.

S 201.31 PCF deliverables are developed in accordance with the current version of the PCF matrix and captured in the stage management plan. Refer to "The Project Control Framework Best Practice Planning and Consultation Process" and the PCF Handbook (see link at Annex A).

The *Contractor* ensures the product is proportional and meets the content and quality criteria captured in the PCF product description pages on the suppliers portal prior to issue for review.

The *Contractor* engages with the appropriate product owner/specialists in line with the PCF Best Practice guidance as agreed in the stage management plan following a collaborative planning session.

S 201.32 The *Contractor* liaises with the *Client* to ensure that appropriate staff receive mandatory PCF training.

- S 201.33 The *Contractor*
- ensures all PCF deliverables are shown on a Project Control Framework tracker,
 - manages the PCF tracker, and
 - submits the updated tracker at monthly intervals to the *Client*

The tracker will as a minimum detail:

- PCF deliverable,
- start date,
- finish date,
- assurance status, and
- percentage complete against each Project Control Framework Stage.

The Project Control Framework is updated every quarter. The *Contractor* incorporates changes to the framework into the tracker and deliverables.

- S 201.34 The *Contractor* will be provided with Stage 4 Products upon contract commencement. Refer to links within Annex A for the PCF Product Matrix and the PCF Handbook.

- S 201.35 The *Contractor* produces, contributes to or complies with the PCF products in accordance with the requirements listed below. The governance requirement for individual documents, such as consultees and approvers, is available on the Supplier Portal for each document.

The PCF products listed below are required for SGAR 5 and for SGAR 6. The *Contractor's* contribution to these products is required prior to the issue of Task Orders for section 2 of the *service* for SGAR 5 and prior to completion of the last Task Order for Section 3 of the *service* for SGAR 6.

PCF Product	<i>Contractor</i> requirement
Final Estimate	contribution to product owned by the <i>Client</i>
Risk Management Plan	comply with product owned by the <i>Client</i>
Risk Register	contribution to product owned by the <i>Client</i>
Efficiency Register	contribution to product owned by the <i>Client</i>
Pre-construction Design	<i>Contractor</i> to produce in respect of design identified in S201
As-Built Documentation	<i>Contractor</i> to produce
Safety Plan	comply with product owned by the <i>Client</i>

Combined Safety and Hazard Log Report	contribution to product owned by the <i>Client</i>
Combined Operations	contribution to product owned by the <i>Client</i>
Stage Management Plan	comply with product owned by the <i>Client</i>
Project Management Plan	comply with product owned by the <i>Client</i>
Project Schedule	contribution to product owned by the <i>Client</i>
Regular Reporting	as requirements of Scope
Certificate of Compliance with the Operations Technical Leadership Group	contribution to product owned by the <i>Client</i>
Project Closeout Report	contribution to product owned by the <i>Client</i>
Lessons Learnt Log	contribution to product owned by the <i>Client</i>
Pre-construction Information	contribution to product owned by the <i>Client</i>
F10 Notification of Construction Project	contribution to product owned by the <i>Client</i>
Construction Phase Plan	<i>Contractor</i> to produce
Health & Safety Files	<i>Contractor</i> to produce
Maintenance and Repair Strategy Statement	as requirements of Scope
Scheme Asbestos Management Plan	comply with product owned by the <i>Client</i>
Design & Check Certificates Checklist	as requirements of Scope
Residual Non-conformance Schedule Checklist	<i>Contractor</i> to produce
Construction Compliance Certificate Checklist	<i>Contractor</i> to produce
Part I, Noise and Road Opening Notices	as requirements of Scope
Road Safety Audit	as requirements of Scope

Civils Maintenance (MAC/ASC) Handover Documentation & Certificate	as requirements of Scope
Operational (RCC) Handover Documentation & Certificate	as requirements of Scope
Handover Schedule	as requirements of Scope
Detailed Local Operating Agreement	as requirements of Scope
Traffic Management Plan	as requirements of Scope
Environmental Management Plans	as requirements of Scope
Evaluation of Change Register	contribution to product owned by the <i>Client</i>
Communications Planning for Major Projects, including the Stakeholder Engagement and Communications Strategy and accompanying Stakeholder Engagement and Communications Plan	contribution to products owned by the <i>Client</i>

S 202 Tests and inspections

S 202.1 The *Contractor* is subject to regular works inspections by the *Client* to ascertain the following adherence to the SSWSIs in terms of

- hand-excavation sampling rates,
- soil samples,
- Artefact collection policy,
- archaeological recording and,
- health and safety practice,

In addition to *Client*-led inspections, the *Contractor* will be monitored on a regular basis by Others (in this case the historic environment consultees and advisers to the competent authority). These inspections are made known to the *Contractor* prior to taking place.

S 202.2 The *Client* provides the Archaeological Clerk of Works (ACoW) role required by the DAMS.

The *Client* liaises with the *Contractor* and the Preliminary or Main Works Contractors to monitor progress and compliance with the requirements of the DAMS, HMPs, MSs and SSWSIs on accordance with the DAMS paragraph 8.1.4). This covers

- monitoring of all aspects of archaeological fieldwork, at both preliminary works and main works stages,
- monitoring of the installation and removal of protective measures, such as temporary fencing, at sites where preservation of archaeological remains is required,
- monitoring of the installation and removal of temporary roads and compounds where archaeological remains are proposed to be preserved beneath retained topsoil, and
- monitoring of deposition of landscape fill and tunnel arisings where archaeological remains are required to be preserved.

S 202.3 The *Client* acts as coordinator in respect of access and monitoring arrangements with Wiltshire Council and Historic England and, for sites within or affecting the WHS, the members of the Heritage Monitoring Advisory Group ((HMAG) refer to S313) in accordance with the DAMS paragraph 8.1.5 – 8.1.18. This includes oversight of engagement between the *Contractor* and APT specialists and the consultees as defined in the DAMS, to ensure the timely provision of on-site advice to the fieldwork team.

S 202.4 The *Contractor* affords access to the Task Order Areas through regular site meetings with consultees in accordance with DAMS paragraph 8.1.7 and 8.1.18. Specific visits to access site records and any other information by these consultees are arranged and coordinated by the *Client*.

S 202.5 Sign-off for archaeological works (refer to DAMS section 8.4)

Sites that have been completed (accepted by the *Client* in consultation with Wiltshire Council and Historic England and, for sites within the WHS, HMAG) will be subject to a formal signing off procedure.

The *Contractor* submits a completion statement to the *Client* and the Preliminary Works Contractor. The *Client* submits the completion statement to Wiltshire Council for confirmation (in consultation with Historic England) that the relevant works have been completed in compliance with the relevant SSWSIs.

For matters within or affecting the WHS, at the same time as submitting the completion statement to Wiltshire Council, the *Client* submits the completion confirmation statement to HMAG for information and, upon receipt of Wiltshire Council's confirmation, the *Client* will inform HMAG of the confirmation.

S 202.6 Tests and inspections of Plant

Plant utilised by the *Contractor* during archaeological trial trench

investigation, or excavation is subject to inspection by the *Client*.

S 202.7 Tests and inspections of Off site facilities

The *Contractor* is inspected by the *Client* in its off site facilities to ensure that basic processes are being followed in line with the methodologies agreed upon in the SSWSIs.

S 203 Samples

S 203.1 The *Contractor* makes available for inspection sample panels of proposed colours and textures for site offices, storage units and welfare facilities for acceptance by the *Client*. A reason for not-accepting a test panel is that the colours and textures are not in keeping with the setting of the WHS.

Panels will be available for inspection at least eight weeks prior to first use on site. The *Client* may instruct that facilities of comprising a non-accepted colour or texture are removed from site and replaced at the *Contractor's* expense.

S 204 Management of tests and inspections and provisions of samples

S 204.1 Refer to S202.

S 205 Covering up completed work

S 205.1 The *Contractor* covers up all completed works following instruction from the *Client*.

S 206 Training

S 206.1 The *Contractor* provides a scheme-specific training programme to ensure that its field Staff, or others at the instruction of the *Client*, are aware of the significance of the WHS and its OUV.

S 206.2 The *Client* provides training for *Client* information systems in accordance with S332

S 207 Security

- S 207.1 The *Contractor* prepares a Security Management Plan (SeMP) for delivery of the *service*. Refer to S303.
- S 207.2 The *Contractor* and Staff consent to the searching at any time, by an authorised representative of the *Client*, of their person or of any article, including any container, package, box, holdall, suitcase or vehicle in the possession or use of Staff on the site or being retained by the *Client* on behalf of the *Contractor* or Staff.
- S 207.3 Any person not complying or unwilling to comply with the requirements above is not permitted access to the Task Order Areas or is removed from the site and the *Client* does not accept liability for any costs arising directly or indirectly out of such circumstances.
- S 207.4 If requested by the *Client*, the *Contractor* carries out basic security checks on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the *Client's* procedures (refer to link within Annex A).

S 208 Deleterious and hazardous materials

- S 208.1 Asbestos
Where the *Client* knows asbestos to be present in any work areas, the *Client* supplies information to the *Contractor* to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations 2012 (see hyperlink at Annex A) and the relevant *Client* standards and guidance documents.
All asbestos reports are contained within the reference information (see link within Annex A).
- S 208.2 Where the *Contractor* uncovers previously unknown or unidentified asbestos containing materials, the *Contractor* stops that element of work and notifies the principal contractor and *Client*.
- S 208.3 Asbestos surveys and removal of asbestos is undertaken by Others where required.

S 208.4 In the event asbestos containing materials are required to remain in place, the *Contractor* ensures that the Tasks are carried out safely and complies with the provisions of Control of Asbestos at Work Regulations.

S 208.5 The *Contractor* has staff capable of identifying asbestos hazards.

S 209 Service and other things to be provided by the *Contractor* for the use by the *Client* or others

S 209.1 Offices

The *Client* co-locates with the Preliminary Works Contractor.

The *Contractor* makes available for daily use two hot desks in its office facilities for the shared use of the *Client's* staff.

The *Contractor* makes their welfare facilities available for the shared use of the *Client's* staff.

S 209.2 Vehicles

The *Contractor* makes two vehicles available for use by the *Client* for the duration of the Section 2 Tasks. The specification for the vehicles is

- 4x4 4-wheel drive with a high & low range gearbox,
- rear differential lock,
- power steering,
- heavy duty suspension,
- independent suspension
- a minimum of 5 seats,
- carrying capacity of at least 0.25 tonne,
- fitted with off road tyres suitable for off-road use and public highway use,
- a maximum CO2 emissions figure of 255g/Km,
- minimum ground clearance (unladen) of 210 mm and
- supplied in a conspicuous colour in accordance with Section O5 of Chapter 8 (Part 2 Operations) of the Traffic Signs Manual.

Vehicles will be

- less than 12 months old on delivery, have a maximum mileage of 10,000 miles and will have undertaken full service consummate to the manufacturer's recommendations,

- taxed and insured for use by all authorised *Client* staff with appropriate driving licences, together with any authorised passengers and the carriage of goods or samples,
- for the exclusive use of the *Client's* site staff,
- have a current MOT certificate (where required),
- serviced and maintained by the *Contractor* in accordance with the vehicle manufacturer's recommendations and
- provided with an equivalent replacement if out of service for more than 8 working days.

The *Contractor* is responsible for the provision of fuel, and adblue if needed, and cleaning the vehicles inside and out on a weekly basis.

The vehicles are to be fitted with

- fire extinguisher,
- first aid kit,
- heater and demister,
- sign boards reading 'Highway Maintenance' on the rear of the vehicle in accordance with diagram 7404 of Schedule 12, Part V of the Traffic Signs Regulations and General Directions 2002,
- chevron markings and roof mounted twin bulb amber flashing light bar in accordance with Section O5 of Chapter 8 (Part 2 Operations) of the Traffic Signs Manual,
- spare wheel,
- fuel filler cap lock,
- bonnet lock and spare wheel lock,
- internal and external mirrors,
- mud flaps,
- front and rear floor mats,
- interior sun visors,
- gearbox covers,
- tow rope,
- warning triangle,
- towing hooks front and rear,
- laminated windscreen and reversing lamp,
- GPS tracking.

- driver and passenger full size airbags with side impact protection/airbags,
- air conditioning,
- full remote controlled central locking system and
- alarm or immobiliser

The *Contractor* provides the *Client* with copies of vehicle insurance.

S 210 Requirements of others

S 210.1 Refer to

- S301 for general constraints and requirements,
- S320 for special requirements of statutory bodies and utility providers, and
- S201 for document submission and acceptance processes.

S 210.1 If the *Contractor* submits applications for scheduled monument Consent to Historic England in the period prior to the submission of an application, this is only relevant where direct impacts to monuments designated under the Archaeological Monuments and Ancient Areas Act 1979 occur to inform mitigation.

S 300 Constraints on how the *Contractor* Provides the Service

S 301 General constraints

S 301.1 The constraints to archaeological and historic building practice can be found in the text of the legislation and guidance that forms the framework within which most forms of activity operate within. These include

- the Ancient Monuments and Archaeological Areas Act 1979 (as amended) which stipulates the need for scheduled monument consent where intrusive work is required to a designated scheduled monument and a licence for non-intrusive investigation, and
- the Planning Act (Listed Buildings and Conservation Areas) 1990 which stipulates the need for listed building consent prior to commencing most intrusive work on historic building fabric in a designated structure

Timing of the Service

S 301.2 A decision on the scheme Development Consent Order (DCO) is expected from the Secretary of State in July 2020. A summary of the *Client's* project milestones based on this date are set out below

Future Milestones	Date
Preliminary works Stage Gate 5 Review (SGAR 5)	February 2021
Commencement of Section 2 of the <i>service</i>	April 2021
Commencement of Section 3 of the <i>service</i>	September 2022
End of the <i>service</i>	2028

S 301.3 The following are constraints involving Others and identified by the *Client* as affecting delivery of the Section 2 and Section 3 Tasks.

The location of the individual batches are shown on the Heritage Batch Areas and Site Extents drawings identified in S102.

The areas and works to be carried out by Others during Section 2 of the *service* are shown on Preliminary Works Site Extents and Limitations of Use drawings identified in S102 and described in S319.

Batch	Area	Constraint description
1-6	A-F	Coordination of ecology and site clearance activities by Others alongside archaeological Tasks
1, 5	C1-5	Start constraint on <i>Contractor</i> at Longbarrow whilst Others form access track in area C5
1	C2	End constraint on <i>Contractor</i> to allow Others to construct water supply from B3083 to River Till
1	C3	End constraint on <i>Contractor</i> to allow Others to construct temporary electricity substation and install underground cables
1	C4	End constraint on <i>Contractor</i> to allow Others to establish compound and install underground utilities
1	D	End constraint on <i>Contractor</i> to allow construction of highway works at Rollestone Cross
2	B1	End constraint on <i>Contractor</i> to allow Others to construct oil and electricity diversions
3	A	Start and end constraints on <i>Contractor</i> locally around stone curlew nesting season until replacement nest site is constructed by Others
3	B2	Start constraint on <i>Contractor</i> until completion of oil and electricity diversions by Others. End constraint on <i>contractor</i> to allow Others to form grassland translocation site

4	F	Start and end constraints on <i>Contractor</i> . Sequential construction of highway works requires timing of Tasks to be co-ordinated with Others delivering highway works
6	E	Start and end constraints on <i>Contractor</i> locally whilst Others construct reptile hibernacula
7	n/a	Start and end constraints on <i>Contractor</i> in accordance with Main Works Contractor's construction programme

S 301.4 The *Contractor* plans the Section 2 and Section 3 *service* incorporating the following time constraints when identifying proposed Task Orders and resource requirements

Batch	Area	Start constraint	End constraint
1	C3	Not before 01/05/2021	Not after 20/06/2021
2	B1	n/a	Not after 31/07/2021
3	B2	Not before 01/12/2021	Not after 30/06/2022
7	n/a	Start of Main Works	End of <i>service</i>

S 301.5 For all other Section 2 constraints, the *Contractor* collaborates with the *Client*, the Preliminary Works Contractor and Others to identify and understand the time and activity constraints.

The *Contractor* develops a plan for the delivery of the Section 2 Tasks that accommodates the requirements of the Preliminary Works Contractor and Others (refer to S310, S319 and S400).

The *Contractor's* plan includes arrangements for the sharing of Task Order Areas or Task Sections for the delivery of supporting ecological and site clearance activities by Others alongside the *Contractor*.

Conflicting requirements between the *Contractor*, the Preliminary Works Contractor and Others that cannot be agreed are referred to the *Client* for resolution.

The *Contractor* plans the Section 2 *service* taking account of

- the access dates and time constraints contained within this Scope,
- the ecological seasonal constraints,
- the programmes of work developed by the Preliminary Works Contractor and Others, and
- other constraints contained in the Scope

The plan is submitted for acceptance to the *Client* in accordance with S201.28, S201.29 and S400. A reason for not accepting the plan is that

- it does not comply with the requirements of the Scope or
- it does not enable the *Client* to identify the Task Orders that are to be undertaken by the *Contractor*.

S 301.6 The *Contractor* plans and implements the Section 3 *service* in collaboration with the Main Works Contractor and shares Task Order Areas with the Main Works Contractor. Refer to S401

The *Contractor* plans the Section 3 *service* taking account of:

- the access dates and time constraints contained within the Scope,
- the programme of testing and reporting arising from completion of Section 2 activities, as instructed by the *Client*,
- residual archaeological mitigation dependent on the programme of work developed by the Main Works Contractor, and
- other constraints contained in the Scope.

Development Consent Order (DCO) and Outline Environmental Management Plan (OEMP)

S 301.7 In Providing the Service the *Contractor* complies with the Development Consent Order (DCO) and the Outline Environmental Management Plan (OEMP).

The documents identified within the OEMP which are to be submitted and approved during Section 1 are listed in S326.9. The *Contractor* complies with S201 for submission and re-submission of all documents.

S 301.8 The *Client* provides the *Contractor* with outlines of documents as listed below at the commencement of Section 1. These outlines may be used by the *Contractor* for the development of their submissions. Outlines of documents to be provided

- Heritage Management Plan,
- Archaeological MS,
- SSWSI,
- Construction Environmental Management Plan, and
- Soils Handling Strategy

The OEMP provides requirements for the Construction Environmental Management Plan (CEMP). In addition, the *Contractor* prepares the CEMP

in accordance with the *Client's* guidance contained in Interim Advice Note 183/14 (refer to Annex H and S326).

S 301.9 The *Client* supplies the *Contractor* with all details relating to the following when the information is acquired by the former

- utilities,
- ecological constraints,
- contaminated land,
- unexploded Ordnance,
- historic environmental constraints and
- geological constraints

Site Access

S 301.10 The *Contractor* does not use the site for any purposes other than to Provide the Service, without the specific agreement of the *Client*. Access to all areas of the site is coordinated by the *Client*.

S 301.11 Details of the rights acquired for the scheme, are given in the schedules contained in the DCO (Refer to Annex A). The *Contractor* uses those parts of the site in compliance with the schedules contained in the DCO.

S 301.12 All existing highways, byways open to all traffic, restricted byways, bridleways and footpaths within the site are public rights of way. The *Contractor* ensures in Providing the Service existing public and private rights of way are maintained at all times unless a closure has been agreed with the responsible highway authority.

S 301.13 Restrictions on access routes to the parts of the site are shown on the drawings HE551506-AMW-GEN-SW_GN_000_Z-SK-CH-0035 to HE551506-AMW-GEN-SW_GN_000_Z-SK-CH-0047 (refer to Annex A). Access to land is arranged by the *Client*.

S 301.14 The *Contractor* accesses / egresses the site from public roads within the Scheme boundary using existing accesses only. The *Contractor* improves and signs accesses for safe access / egress of Plant and Materials, Staff and Equipment.

Working Hours

S 301.15 Working Hours

Working hours are described in item PW-G4 of the OEMP. (see link at Annex A).

S 301.16 Summer and Winter Solstices

The *Contractor* ensures archaeological works within the western section of the WHS will be suspended during the summer and winter solstices for a period of 48 hours in accordance with the OEMP Table 3.2b MW-G16.

Office and Welfare provision

S 301.17 Office, welfare, workshops and parking

During Section 2 and Section 3 of the *service*, the *Contractor* provides office, welfare, workshops and parking provision for site staff outside of the scheme boundary and operates a shuttle service to and from *site*.

S 301.18 Mobile site welfare

The *Contractor* provides mobile site welfare as required within the Health and Safety Executive guidance 'Provision of welfare facilities during construction work' (see link at Annex A).

Mobile site welfare provision and disposition are agreed with the *Client* prior to the commencement of individual site activities.

S 301.19 Existing Services and Supplies to the site

The *Client* has made no provision for services or supplies to the Task Order Areas. The *Contractor* provides such services or supplies to Provide the Service, for example communications, water and power.

S 301.20 Site lighting

The *Contractor* provides site lighting in accordance with item PW-G6 of the OEMP. (see link at Annex A).

S 301.21 The *Contractor* includes proposals for the storage of fuels and chemicals within the Construction Environmental Management Plan (CEMP).

S 301.22 The *Contractor* secures Plant and Materials and Equipment outside of normal working hours.

Archaeological Requirements

S301.23 The *Contractor* limits the extent of the archaeological works to the areas shown in the drawings listed at S.102.4 and Figure 12.1 of the DAMS (see link at Annex A) as modified by the *Client* and confirmed in the approved SSWSIs, and demarcates areas where no archaeological works are required and excludes these from the works areas.

S 301.24 The *Contractor* retains in situ and protects listed milestones and non-designated airfield boundary stones as shown in the DAMS (see link at Annex A).

S 301.25 The *Contractor* fences heritage assets within works areas as shown in the DAMS (see link at Annex A) prior to works commencing and maintains the fencing and the fenced areas until the works area is handed over to the Main Works Contractor.

Ecology

S 301.26 The *Contractor* plans and implements the archaeological work in cooperation with the Preliminary Works Contractor and shares Task Order Areas with the Preliminary Works Contractor for it to implement the Ecological work so as to meet the *Contractor's* programme.

S 301.27 The *Contractor* ensures that any relevant site-specific ecological mitigation works are sufficiently advanced in relation to the species and habitats present prior to the commencement of the relevant archaeological site works through cooperation with the Preliminary Works Contractor. Conflicting requirements are referred to the *Client* for resolution.

Prepares, submits for acceptance by the *Client* and resubmits, in accordance with paragraph S201.28 and S201.29, Precautionary Method Statements (see paragraph S322.2) for works in habitats suitable for great crested newt, reptiles, breeding birds, water vole and otter, and in respect of invasive non-native species. Undertake works in accordance with the accepted Precautionary Method Statements. (refer to paragraph S322.2).

S 301.28 Retained vegetation

The *Contractor* protects vegetation to be retained in accordance with item PW-LAN1 of the OEMP. (see link at Annex A).

Noise and Air Quality

S 301.29 Noise and vibration

The *Contractor* minimises noise and vibration by employing Best Practicable Means in accordance with item PW-NOI1 of the OEMP. (see link at Annex A).

S 301.30 Air Quality

The *Contractor* manages dust, air pollution and exhaust emissions by employing Best Practicable Means, in accordance with item PW-AIR1 of the OEMP (see link at Annex A).

Refer to S326.

Contaminated Land

S 301.31 The *Contractor* implements control measures for activities on, or adjacent to, land identified as being affected by contamination in accordance with item PW-GEO4 of the OEMP. (see link at Annex A).

Refer to S208 for requirements on asbestos.

Water Environment

S 301.32 The *Contractor* develops and implements measures to control the risk of pollution in accordance with item PW-WAT1 of the OEMP (see link at Annex A), for example measures to manage runoff with high sediment loads from material storage areas (topsoil bunds etc.) and excavations.

The *Contractor* limits water flows from site to existing runoff rates, unless otherwise agreed with Wiltshire Council and the Environment Agency.

Traffic Management

S 301.33 During Section 1, the *Contractor* develops its Traffic Management Plan in accordance with S301.33 to S301.45, Chapter 8 of the Traffic Signs Manual (see link at Annex A) and item PW-TRA1 of the OEMP. (see link at Annex A). The *Contractor* submits its Traffic Management Plan to the *Client* in accordance with the acceptance procedure outlined within S201. A reason for not accepting the Traffic Management Plan is that it

- does not include sufficient detail, or
- it does not comply with the contract.

S 301.34 The *Contractor* carries out temporary traffic management, [design, implementation,] safety audits, applies lessons learned and checks and challenges proposals for compliance with:

- Item PW-TRA1 of the OEMP (see link at Annex A)
- Traffic Signs Manuals Chapter 7 and Chapter 8 (see link at Annex A),
- ‘Roadworks a Customer View’ (see link at Annex A) and expected best practice and
- Major Projects Dynamic Roadworks – a vision for the future (see link at Annex A).

S 301.35 Unless otherwise authorised by the *Client*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for bank holiday periods, summer and winter solstices as set out in S306.13 and other periods as set out below.

S 301.36 Traffic management to be removed before 06.00 on the Friday before the bank holiday Monday and not reinstated before 00.01 on the Tuesday after the bank holiday.

S 301.37 Traffic Management to be removed before 06.00 on the Thursday before Good Friday and not reinstated before 00.01 on the Tuesday after Easter Monday.

S 301.38 Traffic Management to be removed before 06.00 on the morning of the third working day* before Christmas Day and not reinstated before 00.01 on the first working day* following the New Year’s Day bank holiday.

*note: “working day” means a weekday, but not an English public holiday, Saturday or Sunday. A “working day” would include Christmas Eve where it falls on a weekday.

S 301.39 Unless otherwise agreed by the *Client*, key freight routes have no total closures and minimal lane closures in place. Traffic management is to be removed before 06.00 on the morning of “Black Friday” and not reinstated before 00.01 on the Saturday following Cyber Monday. Key freight routes

comprise: The A303 is not a key freight route so this paragraph does not apply.

- S 301.40 The *Contractor* ensures
- the temporary traffic management audit team includes a practitioner who holds 'Temporary Traffic Management Engineering PC3 Professional Higher Diploma in Temporary Traffic Management' and
 - none of the temporary traffic management audit team undertakes any temporary traffic management design for the *service*.

- S 301.41 Road space
Activities requiring traffic management or works on the public highway network require streetworks noticing with the relevant highway authority in accordance with the New Roads and Street Works Act 1991.

- S 301.42 The *Client* is the highway authority responsible for the A303 and A36 trunk roads.
Wiltshire Council is the highway authority responsible for the local road network.

- S 301.43 The *Contractor* consults with the relevant highway authorities for road space, and allows within the *Plan* for the submission and resubmission of all notices, updates and necessary supporting information in accordance with the Traffic Management Act 2004 and the authorities' procedures.

- S 301.44 Temporary Traffic Regulation Orders
Where the *Contractor's* proposals require the use of temporary traffic regulation orders, the *Contractor* consults with all relevant stakeholders in their preparation and submits completed draft orders to the *Client* a minimum of twelve weeks in advance of them being required. If the orders are not granted the *Client* communicates the reasons.

- S 301.45 The *Contractor* collaborates with the principal contractor to ensure co-ordination of project traffic management requirements. Potential conflicts are be notified to the *Client* for resolution.

Consultation and Acceptance

- S 301.46 The *Contractor* complies with the procedures and processes specified by the *Client* (refer to S201).

- S 301.47 The *Contractor* produces, consults and submits for acceptance in accordance with S201.28 and S201.29, the materials identified within this Scope and in accordance with section 1.4 of the OEMP and sections 8.5, 8.6 and 8.7 of the DAMS respectively. The *Contractor* gains acceptance of materials prior to the commencement of Section 2 of the *service*.

- S 301.48 Major Projects Instructions
The *Contractor* complies with all Major Projects Instructions, refer to Annex A.

S 301.49 Explosives
The use of explosives is not permitted.

Period of Reply

S 301.50 The *Contractor* incorporates the following periods of reply for the submission, consultation and acceptance of documents (refer to S201):

Category	Activity	Period of reply (see note 1)
1 and 2	submission of materials (documents / management plans) for Pre-Consultation comments from the <i>Client</i> (SES):	10 days
1	submission of materials (documents / management plans) for Consultation in accordance with section 1.4 of the OEMP:	21 days
1	resubmission of materials (documents / management plans) for Consultation in accordance with section 1.4 of the OEMP:	16 days
1	submission and resubmission of materials (documents / management plans) for acceptance from the Secretary of State in accordance with the DCO schedule 2, Part 2	46 days
2	submission of the HMP/SSWSIs/ Archaeological MSs for consultation in accordance with sections 8.5 and 8.6 of the DAMS.	16 days
2	Resubmission of HMP/SSWSIs/ Archaeological MSs for Consultation in accordance with sections 8.5 and 8.6 of the DAMS.	11 days
2	submission and resubmission of HMP/SSWSIs/Archaeological MSs for acceptance from Wiltshire Council in accordance with sections 8.5 and 8.6 of the DAMS.	31 days
3	submission (and resubmission) of method statements for acceptance from the <i>Client</i> in accordance with REAC Table 3.2a of the OEMP for Ref PW-G5.	10 days
4	submission (and resubmission) of materials (plans / reports / strategies).	10 days
Note 1: In this table, time periods stated in days exclude Saturdays, Sundays, Christmas Day, Good Friday and bank holidays		

Marking of equipment, plant and materials

- S 301.51 To prepare Equipment, Plant and Materials which are outside the Task Order Areas for marking by the *Client*, the *Contractor*
- marks the Equipment, Plant and Materials in the location they are stored so as to show that its destination is the Task Order Areas and that they are the property of the *Client* (upon marking by the *Client*) and
 - provides to the *Client*
 - evidence that the title to the Equipment, Plant and Materials has passed to the *Contractor* free of all liens, charges, options, encumbrances, rights, claims and other interests of any third party, and
 - a schedule identifying
 - the locations where the relevant Equipment, Plant and Materials are stored in until they are brought within the Task Order Areas, and
 - the value of each item of the Equipment, Plant and Materials Plant or Materials stored.
- S 301.52 The *Contractor* ensures that any Equipment, Plant and Materials stored outside of the Task Order Areas is stored so that
- it is not damaged and
 - it is safe and secure.

Materials from excavation and demolition

- S 301.53 All materials generated by hand-excavation are retained in accordance with the methodologies stipulated in the approved SSWSIs and DAMS paragraphs 6.3.26, 6.3.31, 6.3.32, 6.3.71 and 10.1.2.
- S 301.54 Exceptions to materials retention are stipulated in the approved SSWSIs and DAMS paragraph 10.1.2.
- S 301.55 The *Client* owns archaeological data, including artefactual material, generated by the *Contractor* during Provision of the Service. The *Contractor* stores the physical archive on behalf of the *Client* until the *Client* signs over ownership to a third party or gives instructions for disposal. Refer to S201.

Removal of plant and equipment from Task Order Areas

- S 301.56 The *Contractor* removes Plant and Materials from the Task Order Areas (with the *Client's* permission) when they are no longer needed to Provide the Service.

Completion definition

- S 301.57 The work to be done by the end of the *service period* is all the work required in Section 1 of the *service* as described in S201 together with the Tasks instructed under Sections 2 and 3 of the *service* described in S201.
- S 301.58 Achieving completion requires the activities and materials in S301.62 to S301.68 (Handover) to be complete and formally accepted by the *Client*. Please note that the *Client* is continually improving and updating its systems and processes and the list may be subject to amendment during the duration of the contract.
- S 301.59 Traffic management measures which could cause traffic flows to be impeded or restricted are to be removed before completion.

Task Order Completion

- S 301.60 Completion of individual Task Orders is achieved when the works identified in the Task Order are complete and where mitigation has been carried out,
- the *Contractor's* completion statement has been confirmed by the relevant stakeholder in accordance with S202.5 and
 - the Task Order Area has been handed over to the *Client's* maintenance provider or to Others as directed by the *Client*.

S 301.61 Task Section Completion

Completion of individual Task Section is achieved when the works identified in the Task Order for the relevant Task Section are complete and where mitigation has been carried out,

- the *Contractor's* completion statement has been confirmed by the relevant stakeholder in accordance with S202.5 and
- the Task Order Section has been handed over to the *Client's* maintenance provider or to Others as directed by the *Client*

Pre-Completion Arrangements

- S 301.62 The *Contractor* prepares a Detailed Local Operating Agreement (DLOA) (consult with MPPCF@highwaysengland.co.uk for details) which clearly defines the roles and responsibilities of the Parties and Others.
- S 301.63 The *Contractor* prepares a detailed Commissioning and Handover Plan which addresses the *Client's* requirements for take over and completion. This Plan is issued to the *Client* and to Others as instructed by the *Client*, for acceptance in accordance with S201.
- S 301.64 When the *Contractor* considers that a Task Order is complete and the Task Order Area is ready to be taken over by the *Client*, the *Contractor* signs the statement on the taking over certificate attached at Annex L, (and where relevant) obtains the signature of the person responsible for the future operation of that part of the *service*, and submits it to the *Client* for

certification of take over.

Documents

S 301.65 The *Contractor* provides the materials required for the *Client* to take over the *service* at the time required by and in accordance with the *Client's* current procedures.

S 301.66 The *Contractor* manages developments in technology site data for the *service* through regular coordinated and collaborative forums, such as Site Data Advisory Groups (SDAGs).

S 301.67 The *Contractor* delivers to the *Client* on Completion the final 'deliverable' version of any data in formats usable in Microsoft Office suite of programmes, ArcGIS and CAD.

At Task Completion and completion of Section 1 the data and artefactual remains generated during the project is in the possession of the *Contractor*. In accordance with the transfer of the project archive as set out in the relevant WSI, the *Contractor* transfers the project archive to the named repository.

S 301.68 The list of material (documents/ activities) to be completed in order to achieve completion of a Task Order (see also cross reference with S 301-Completion) is as follows

- health and safety file – the *Contractor* provides a completed health and safety file as required under the Construction (Design and Management) Regulations 2015,
- DMRB Volume 9, TD 71/16 – MCH 1349 – the *Contractor* complies with the requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares, routine maintenance schedule, etc. all as defined in MCH 1349,
- databases – The *Contractor* confirms that all the *Client's* systems which require updating are populated and updated prior to Task Completion. These include the following systems; other systems may be notified to the *Contractor* prior to Task Completion and the *Contractor* updates all systems notified by the *Client*
 - EnvIS – Environmental Information System – EnvIS,
 - the HEMP accepted in accordance with S326, and
 - a comprehensive list of outstanding issues is produced and provided to the *Client* by the *Contractor*. The *Contractor* ensures the *Client's* asset manager and maintenance contractor confirm acceptance of the outstanding issues. The *Client* confirms the individuals who are to approve acceptance of the outstanding issues to achieve Completion.

Handover between contractors

- S 301.69 If required, the *Contractor* arranges for the receipt through the *Client* of all information relating to the *service* from the contractor previously appointed for the delivery or procurement of the *service* or otherwise.
- S 301.70 If required, the *Contractor* arranges for the transfer through the *Client* of all information relating to the *service* to the contractor subsequently appointed for the delivery or procurement of the *service* or otherwise.

S 302 Confidentiality

- S 302.1 In Providing the Service the *Contractor* complies with the *Client's* confidentiality and publicity restrictions.
- S 302.2 Within two weeks of the end of the *service period* or termination of the *Contractor's* obligation to Provide the Service, the *Contractor* returns to the *Client* any confidential or proprietary information belonging to the *Client* in the *Contractor's* possession or control and deletes (and procures that any subcontractor (at any stage of remoteness from the *Client*) deletes) any electronic information or data held by the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*) relating to the *Client* or the contract.
- S 302.3 The *Contractor* complies with S314 and S315 regarding communications, publicity, stakeholder and community engagement.

Official Secrets Act

- S 302.4 The Official Secrets Act 1989 applies to the contract from the *starting date*.
- S 302.5 The *Contractor* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (See link at Annex A).
- S 302.6 A failure to comply with this paragraphs S302.4 to S302.5 is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 303 Security and protection of the site

- S 303.1 The *Contractor* ensures the Task Order Areas are secure at all times, unless the *Client* has agreed responsibility to be the responsibility of *Others*.
- The *Contractor* removes the finds and records generated by the fieldwork from the Task Order Areas at the end of each working day and holds them secure at all stages of the *service* in accordance with the DAMS paragraph 10.1.1.

Security Management Plan and Trespass on to the Task Order Areas

S 303.2

The *Contractor* provides a Security Management Plan (SeMP) within twelve (12) weeks of the *starting date*. The SeMP includes an assessment of security risks and the *Contractor's* procedures for mitigating these. It includes measures for securing, including securing access to the Task Order Areas and to mitigating risks to disruption in the supply of materials and labour inside and outside the site boundary. The SeMP considers; site incursion, lock-on, blockade, occupation beyond the site boundary (e.g. trees, tunnels) and multiple concurrent activities. It includes

- securing the Task Order Areas from ingress of any Protestors and Trespassers,
- securing access to and from the Task Order Areas for
 - any Equipment,
 - any Plant and Materials,
 - any subcontractors (at any stage of remoteness from the *Client*),
 - any Staff,
 - the *Client*, the *Client* and their staff,
- as far as is practicable, securing deliveries to and from subcontractors (at any stage of remoteness from the *Client*) required to Provide the Service,
- measures to be taken by the *Contractor* to
 - remove any Protestors and Trespassers from the Task Order Areas, including legal procedures,
 - remove any Protestors and Trespassers from accesses to the Task Order Areas, including legal procedures,
 - remove any Protestors and Trespassers from the Task Order Areas and any subcontractor's premises (at any stage of remoteness from the *Client*), including legal procedures,
 - prevent damage to the *service* and finds, Equipment and Plant and Materials within the Task Order Areas,
 - prevent damage to the property of the *Client*, the *Client* and their staff,
 - prevent Protestor blockage or disruption of the public highway where falling within the area of the traffic management plan, and
 - to provide the security of Staff when not on site,

- measures to be taken by the *Contractor* to mitigate the risk of Protestors and Trespassers preventing the unrestricted use of any accesses and access routes used by the *Contractor* and subcontractors (at any stage of remoteness from the *Client*) in Providing the Service
 - measures to be taken by the *Contractor* to prevent Protestors and Trespassers disrupting the business operations of the *Contractor* and subcontractors (at any stage of remoteness from the *Client*) in Providing the Service and
 - liaise with the emergency services.
- S 303.3 The *Contractor* addresses any comments provided by the *Client* on the outline SeMP.
- S 303.4 The *Contractor* submits the draft SeMP for the acceptance of the *Client*. A reason for not accepting the plan is
- it does not provide reassurance that implementing and complying with the SeMP enables the *Contractor* Provide the Service,
 - it does not provide details on all the measures to be taken or
 - it does not address any comments on the outline SeMP
- S 303.5 Once the SeMP is accepted by the *Client*, the *Contractor*
- complies with Security Management Plan,
 - manages any Protester Action and trespass effectively, and
- keeps the SeMP under review to ensure it is effective and responsive to any Protester Action and trespass.
- S303.6 The *Contractor* does not give directly or indirectly, or permit or suffer to be given, to any Protester or Trespasser any inducement, monetary or otherwise, with a view to avoiding, limiting or influencing the manner of protest activities by that Protester or Trespasser or by other Protesters or Trespassers.
- S 303.7 If
- any part of the Task Order Area is occupied by Protesters or Trespassers or
 - any Protester or Trespasser notifies the *Contractor* of their intention to enter any part of the Task Order Areas
- the *Contractor*
- notifies the *Client*,
 - takes any measures to prevent entry onto the Task Order Areas by such Protesters or Trespassers in accordance with the SeMP, and

- takes any measures and uses any legal remedies available to the *Contractor* to remove such Protesters or Trespassers,
- S 303.8 If it appears to the *Contractor* that the powers under any applicable law which are necessary to enable the *Contractor* to take the measures referred to in this section S303 are
- vested in or available to the *Client* or
 - not vested in or available to either the *Contractor* or the *Client* and are vested in some other relevant authority
- then the *Contractor* gives notice to that effect to the *Client*, specifying
- the relevant applicable law and
 - request the *Client* to use reasonable endeavours to procure such assistance and co-operation of the relevant authority as is necessary for the effective pursuit by the *Contractor* of such measures.
- S 303.9 The *Contractor* supplies any further information requested by the *Client* in respect to such a notice.
- S 303.10 The *Client* confirms to the *Contractor* if the powers under any applicable law which are necessary to enable the *Contractor* to take the measures referred to in this section S303 are vested in or available to the *Client*.
- S 303.11 Where the powers under any applicable law which are necessary to enable the *Contractor* to take the measures under section S303 are not vested in, or available to the *Contractor*, but are vested in the *Client*, the *Contractor* gives notice to that effect to the *Client*, specifying
- the relevant legal rights and
 - requesting authority for the *Contractor* to commence and conduct legal proceedings (including discontinuing or compromising the same) in the name or on behalf of the *Client*.
- S 303.12 The *Contractor* supplies any further information requested by the *Client* in respect to such a notice issued under paragraph S303.11.
- S 303.13 The *Client* considers any request made by the *Contractor* in accordance with paragraph S303.11 and, in its absolute discretion, decides whether to grant such request. The *Client* notifies the *Contractor* of the *Client*'s decision and any authorisation given by the *Client*. The grant of any authority by the *Client* to the *Contractor* in accordance with this paragraph does not preclude the *Client* from taking any action whether by way of proceedings or otherwise in connection with Protesters or Trespassers or any other matter.
- S 303.14 Where authority is granted by the *Client* in accordance with paragraph S303.13, the *Contractor* in the name of and for and on behalf of the *Client* takes the measures which have been authorised, subject always to paragraph S303.13 and to the following provisions

- the *Contractor* in doing anything in the name of or on behalf of the *Client*, acts in accordance with the terms of the relevant authority and in accordance with all applicable law and all in a manner so as not to cause the *Client* to be in breach of any such requirement or any duty upon it,
- the *Contractor* keeps the *Client* fully informed of the progress of all measures being planned or taken by the *Contractor* pursuant to this section S303, and promptly provides the *Client* with all information (including copies of any documents or evidence of any kind) requested by the *Client* concerning such measures and proposed measures,
- the *Contractor* gives at least five (5) days' notice to the *Client* (or, in the case of urgency, such shorter period as is reasonably practicable) of any action which has been planned in advance to remove Protesters or Trespassers from the Task Order Areas or otherwise to deal with Protester and Trespasser action and
- the *Contractor* liaises with the emergency services in taking action against Protesters and Trespassers and, whenever there is reasonable cause to anticipate disorder or violence, the *Contractor* informs the police, giving (so far as practicable) sufficient notice to enable the police to attend the anticipated incident in such numbers as the police deem appropriate.

S 303.15 The *Client* may, at any time in its absolute discretion, revoke (in whole or in part including as to any specific proceedings) any *Client* authority granted in accordance with paragraph S303.13. by the *Client* giving notice to that effect to the *Contractor* and [thereupon in respect of the relevant measures]

- the authority of the *Contractor* to continue taking the measures in the name of or on behalf of the *Client* ceases,
- the *Client* takes over the conduct of any relevant legal proceedings or other matter being conducted in its name or on its behalf and is entitled to conduct, compromise or discontinue the same as it sees fit in its absolute discretion and
- the *Contractor* promptly takes all steps necessary to transfer the conduct of such matter to the *Client* and gives to the *Client* all documents in the *Contractor's* possession relating to any such legal proceedings or the enforcement of any law or court order and provides such further assistance as the *Client and Client* require to effect an orderly transfer of the conduct of such matters to the *Client*.

S 303.16 The *Contractor* ensures that there

- are regular meetings,
- exchange of information,

- co-ordination and
- co-operation

between the *Contractor*, the *Client*, the emergency services, other relevant authorities, local authorities and Others as appropriate in connection with the activities of and measures being taken to deal with Protesters and Trespassers. The *Contractor* takes into account any comments made by

- the *Client*,
- the emergency services,
- other relevant authorities,
- local authorities and
- others

concerning Protesters and Trespassers.

S 304 Security and identification of people

S 304.1 The *Contractor* carries out a security check on its Staff and will stipulate the requirement for its subcontractors (at any stage of remoteness from the *Client*) before they are involved in Providing the Service. The checks are carried out in accordance with the *Client's* procedures in Annex B of this Scope.

S 305 Protection of property affected by the service

S 305.1 The *Contractor* locates and works around existing land drains and supply services. Disturbed, broken or damaged services or drains are repaired by the *Contractor* at the *Contractor's* expense before backfilling and reinstatement.

Refer to S201 for requirements on protection of existing archaeology, structures and services.

S 306 Protection of the work on the property affected by the service

S 306.1 The *Contractor* secures the Task Order Areas and the archaeological remains within them, including any dismantled assets (DAMS paragraph 6.2.7(f)), and any recovered environmental, geoarchaeological or other samples left on the work site at the end of each working day. The

Contractor undertakes metal-detecting at the end of each day to assist in site security in accordance with DAMS paragraph 6.3.26, where directed by the *Client*.

S 307 Condition survey

- S 307.1 The *Contractor* carries out a risk assessment of the effects the design and construction of the *service* (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures and the like. This includes any survey works-which has the potential to effect fields, access roads and the like.
- S 307.2 As a minimum requirement, such roads, railways, buildings, structures, fields and the like require surveys to determine condition before and after the *service* are complete.
- S307.3 The *Contractor* does not enter land or property, or contact the land or property owner, without prior agreement of the *Client*.
The *Client* coordinates all access requirements with landowners unless agreed otherwise with the *Contractor*. The *Contractor* has no authority to commit the *Client* to any payment for land/property entry.
- S 307.4 The *Contractor* carries out Record of Condition surveys, in conjunction with the *Client*, prior to taking over Task Order Areas and on completion of mitigation works. The *Contractor* undertakes the Record of Condition Surveys required by item PW-COM3 of the OEMP.
- S 307.5 Unless otherwise agreed with the *Client*, the *Contractor* submits the survey scope and methods for acceptance to the *Client* 28 days prior to taking access, in accordance with S201.

S 308 Consideration of others

- S 308.1 The *Contractor*
- registers the site under the Considerate Constructor Scheme at the commencement of Section 2 of the *service* and
 - complies with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Service.
- S 308.2 At all times, the *Contractor* will adhere to the behavioural principles set out in ClfA's Code of Conduct (ClfA 2019) and Policy Statements including:
- equal opportunities in archaeology,

- health and safety,
- The use of volunteers and students on archaeological projects,
- environmental protection,
- self-employment and the use of self-employed subcontractors, and
- the use of training posts on archaeological projects.

S 308.3 The *Contractor's* behaviour on site impacts on the status of the WHS and its surroundings and its iconic status and value as a national tourist attraction. The *Contractor's* proposals for meeting this consideration are to be set out in its employee and subcontractor induction procedures.

S 309 Industrial relations

S 309.1 The *Contractor* is responsible for all industrial relations with its employees and subcontractors on the site and on any other site at which the *Contractor* performs work connected with the *service*.

S 309.2 The *Contractor* must manage industrial relations with its employees in a way that ensures that no industrial action taken by its employees causes any delay to the delivery of the *service*.

S 309.3 The *Contractor* is not entitled to and must not claim any payment, damages or compensation event additional to the contract sum nor claim an extension of time in relation to any industrial relations problem which arises because of any circumstance, whether caused by the *Contractor* or not, on the site or any other site occupied by the *Contractor*.

S 310 Control of works

Refer to paragraph S 301 for general constraints.

S 310.1 Works outside the DCO limits under Article 14 or 15 of the Order are subject to the requirement to obtain Scheduled Monument Consent, where required under the Ancient Monuments and Archaeological Areas Act 1979.

For consents and permits outside of those included within the DCO, the *Client* will give notice to the consenting authority and obtain the relevant consent.

Task Orders

- S 310.2 The *Client* consults with the *Contractor* before issuing proposed Task Orders, in accordance with the *Contractor's* accepted Section 2 programme.
- S 310.3 The proposed Task Orders for Section 2 may be issued by the *Client* once
- the Section 2 programme is accepted, in accordance with S201.28 and S201.29, by the *Client*,
 - the plans and strategies required under Section 1 have been accepted by the *Client*
 - the SSWSI for the work within the proposed Task Order has been accepted by the *Client*
- S 310.4 Task Orders for work under Section 2 may be issued for
- multiple items of work within a Task as required for a particular location or Task Order Area in accordance with an accepted SSWSI or
 - Tasks comprising single or multiple items of work not related to a specific geographic area.
- S 310.5 Task Orders for work carried out under Section 3 are identified following commencement of Section 2 activities, through to the end of the *service* period as identified in S201.13 – S201.22.
- S 310.6 The Contractor supplies individual delivery plans for each Task Order in accordance with S401.

S 311 Cleanliness

- S 311.1 The *Contractor* promotes and enforces 'good housekeeping' arrangements in all Task Order Areas to ensure that clean, tidy and safe working environments are provided. The *Contractor* ensures arrangements are in place to
- keep Task Order Areas free from litter,
 - dispose of food waste and other attractive materials to pests and vermin and
 - keep site hoardings and fencing free from fly-posters and graffiti.
- S 311.2 The *Contractor* maintains any access and egress points used to gain access from the public highway network onto the site in a clean condition with no accumulations of material liable to cause a hazard to the highway user.
- Where material or debris likely to cause a hazard accumulates on the highway, the *Contractor* ensures that it is promptly removed, and measures are taken to prevent a reoccurrence.

S 312 Waste materials

- S 312.1 To reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the *service* and maximises opportunities for the re-use and recovery of wastes. The *Contractor* produces and maintains a Site Waste Management Plan which complies with IAN183/14 (Environmental Management Plans) (refer to Annex H).
- S 312.2 The *Contractor* makes any necessary applications to the local authority or the Environment Agency, under the terms of the Waste Management Licensing Regulations 1994 (as amended), and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes (see links at Annex A).

S 313 Project team - others

- S 313.1 Others and their role within the works are as follows;
- Preliminary Works Contractor - (refer to S101.6),
 - The Secretary of State - is the Secretary of State for Transport. Approver of the CEMP, Soils Management Plan and Invasive Non-Native Species (INNS) Management Plan
 - Wiltshire Council – local authority and consultee on the CEMP and Soils Management Strategy and consultee on, and approver of, the HMP, SSWSIs and Archaeological MSs
 - Heritage Monitoring Advisory Group (HMAG) - the members of HMAG are Historic England and Wiltshire Council as statutory consultees and the National Trust and English Heritage as major landowners and heritage managers in the Stonehenge, Avebury and Associated Sites World Heritage Site (WHS). Consultee when producing, as a minimum, the HMP, SSWISs, Archaeological MSs and fencing design with regard to works within or affecting the WHS (refer to the OEMP Table 3.2a items PW-CH1 – PW-CH7)
 - Natural England – the government's adviser and statutory consultee for the natural environment in England. Consultee on the CEMP, landowner of Parsonage Down National Nature Reserve and consultee and approver of works affecting the River Avon SAC (which includes the River Till) and River Till SSSI
 - Historic England – the government's statutory adviser and statutory consultee on the historic environment and heritage assets in

England. Consultee on the CEMP, HMP, SSWISs, Archaeological MSs and fencing of heritage assets

- The National Trust – major landowners and heritage managers in the Stonehenge, Avebury and Associated Sites World Heritage Site (WHS). Consultee (as a member of HMAG) when producing, as a minimum, the HMP, SSWISs, Archaeological MSs and fencing of heritage assets with regard to works within or affecting the WHS
- English Heritage - major landowners and heritage managers in the Stonehenge, Avebury and Associated Sites World Heritage Site (WHS). Consultee (as a member of HMAG) when producing, as a minimum, the HMP, SSWISs, Archaeological MSs and fencing design with regard to works within or affecting the WHS
- the Environment Agency is sponsored by the Department for Environment, Food and Rural Affairs, with responsibilities relating to the protection and enhancement of the environment in England. Statutory consultee and consultee on the CEMP and Soils Management Strategy
- ESSO – diverting an existing oil pipeline west of Winterbourne Stoke following archaeological mitigation and
- Scottish and Southern Electricity Networks (SSEN) – installing a power connection along the A360 to the compound north-west of Longbarrow roundabout and associated substation following archaeological mitigation.

S 314 Communications system

- S 314.1 The *Client* provides the overall leadership and is the conduit for external customer service communications including media, stakeholder and community engagement for the project (refer to S315).
Communication methods involve verbal, telephone, paper and digital (including social media) communications.
The *Contractor* refers all communications received directly, promptly to the *Client*.
- S 314.2 The *Contractor* complies with the requirements of S315.32 to S315.71 for public communications
- S 314.3 The *Client* provides the communications systems identified in S332 for project communications.

S 315 Management procedures

- S 315.1 The *Contractor* actively manages the *service* and the integration of the works with activities of the *Client* and Others involved in the delivery of programmes of work for this scheme.
- S 315.2 The *Contractor* provides appropriate project controls; including schedule management, cost planning and cost management, project secretariat and reporting, risk management, internal communications, benefits management, change control and including all coordination, supervision, administration, interfaces between and coordination of subcontractors and Others.
- S 315.3 The *Contractor* does not voluntarily remove or change any of Key People unless the *Client* has first given notice that he does not object to such removal or change. In the event that any of the Key People cease to act at any time (apart from notice to quit employment) prior to the end of the Defects Period, the *Contractor* forthwith appoints a replacement, provided that the *Client* has first given notice that he has no objection to either the replacement to be appointed or the terms of such appointment other than the financial terms.

Commissioning Report

- S 315.4 During Section 1, the *Contractor* prepares and submits for acceptance, in accordance with S201, a commissioning report to the *Client* within 12 weeks of the starting date. The commissioning report contains a summary of
- a description of the *Contractor's* proposed method for Providing the Service (S201) as included in the first plan, or, if not yet submitted, intended to be included in the first plan,
 - the *Contractor's* plan (refer to S400) or, if not yet submitted, the intended first plan,
 - proposals and recommendations for changes or additions to the Scope, including evidence as to why it would be advantageous to the *Client* to make these changes or additions,
 - proposals for development of the Section 2 programme,
 - an organisation diagram for delivery of Section 2. The organisation diagram indicates the intended relationship between the *Contractor*, the *Client*, the *Client*, and with key stakeholders involved with the project and
 - proposals for any subcontractors as already submitted under S315.59 to S315.83 and current intentions for future subcontracting of the works (which will still require submission under S315.59 to S315.83).
- S 315.5 The Contractor ensures the commissioning report does not contradict any of the requirements described in the *conditions of contract* or the Scope.

S 315.6 The *Client* may ask the *Contractor* to clarify parts of the commissioning report, giving his reasons for the requested clarifications. Acceptance of the commissioning report does not change the *conditions of contract*. Acceptance of the commissioning report does not constitute an instruction from the *Client* to change the Scope.

Risk Management

S 315.7 The *Client* has carried out a risk assessment of the project and set out this analysis in a list of risks. A copy of this list is included at Annex I.

S 315.8 Following award of the contract the *Client* uses these risks to form the first early warning register and issues this along with the date of the first early warning meeting to the *Contractor* within one week of the *starting date*. The *Contractor* attends the first early warning meeting.

S 315.9 The risks set out in this early warning register are reviewed by the *Client* and the *Contractor* at the first early warning meeting within two weeks after the *starting date*.

S 315.10 The *Client's* risk management policy recognises that the management of risk is crucial to the successful delivery of its objectives. As such a programme wide risk management framework has been implemented to enable the effective and efficient management of risk within the *Client's* organisation and within its supply chain.

S 315.11 The *Client* has adopted the following definition for risk
“an uncertain event or set of circumstances that should it occur will affect (positively or negatively) the project objectives.”

S 315.12 The *Client's* risk management approach aims to ensure that

- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
- assurance is provided to the *Contractor*, *Client*, *Client* and other stakeholders that risks are understood and managed and
- all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework.

S 315.13 Not used

S 315.14 The information developed under this section S315 does not relinquish or replace the requirement of the *Contractor* or the *Client* to notify early warnings and hold early warning meetings.

- S 315.15 The information developed under this section S315 is not affected by nor does it affect the requirements of other risk assessments and risk-based processes required for the delivery of the *service*, for example
- requirements to meet the CDM Regulations,
 - geotechnical risk assessments and
 - safety hazards.
- S 315.16 However, such processes may make use of the outputs developed under this section S315 and moreover risks identified through such processes that may adversely affect the achievement of the project objectives are incorporated in the early warning register.
- S 315.17 The requirements under this section S315 apply at all PCF Stages of the project lifecycle, as defined by the PCF covering options, development and delivery.
- S 315.18 Unmitigated risks that may remain during operations are identified to enable consideration by the Main Works Contractor-
- S 315.19 The *Contractor* complies with the risk management requirements described above and as contained in the
- Project Control Framework (see link at Annex A),
 - Major Project (MP) Risk Management Manual, (see link at Annex A) and
 - Xactium user guide. (see link at Annex A)
- S 315.20 The *Contractor* ensures that risks that could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the *Client*.
- S 315.21 The *Client* has Xactium as its enterprise wide risk management system to record and update all risk data within the *Client's* organisation. The *Contractor* uses the *Client's* Xactium system.

Meetings

- S 315.22 The *Contractor* reports on progress in providing the *service* at monthly progress meetings and weekly plan meetings (refer to S403).

Monthly progress meetings

- S 315.23 Following the *starting date*, the *Contractor* convenes and attends monthly meetings with the *Client*. The following attendees from the *Contractor* at these meetings are required unless otherwise agreed by the *Client*

- *Contractor's* manager,
 - environmental coordinator,
 - health and safety coordinator, and
 - support staff deemed necessary for the meeting or as requested by the *Client*.
- S 315.24 The monthly meetings are held at a location determined by the *Client*.
- S 315.25 The *Contractor* prepares the agenda for all meetings, establishes and documents the terms of reference for each meeting including workshops, and forwards the agenda to the *Client* at least four (4) working days prior to the meeting.
- S 315.26 The *Contractor* includes imperative moments at the start of meetings.
- S 315.27 The *Contractor* ensures that customer service and health and safety issues are an agenda item at monthly review meetings.
- S 315.28 The *Contractor* records efficiencies within an Efficiency Register, updates and submits the Efficiency Register to the *Client* on a monthly basis.
- S 315.29 The *Contractor* prepares and issues minutes of the meeting/ workshop to the *Client* for acceptance within five (5) working days of the date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action.
- S 315.30 The *Contractor* prepares and submits to the *Client*, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information
- progress report for period covered by meeting,
 - information related to project performance indicators,
 - programme for next reporting period,
 - actual start dates of activities commenced since the previous updates and reasons for any changes from the approved *service* Plan and Task Order programmes,
 - actual completion dates of activities completed since the previous update and reasons for any changes from the approved *service* plan,
 - the anticipated time for completion, in working days, for activities in hand,
 - any change requested by the *Contractor* to the Planned completion date and the reasons for any change,

- proposals for retrieving of any slippage to the approved *service* plan,
- design issues,
- certificate status,
- confirmation of scheme cost estimates and budget forecast,
- payment schedule – agreement of compensation events,
- insurance related issues,
- subcontractors,
- quality matters,
- safety CDM issues,
- customer service matters,
- customer complaints,
- early warning register and

- media community liaison, publicity and advertising matters.

Provision for Health and Safety Information

S 315.31 The *Contractor*

- attends monthly meetings to provide the *Client* with an update on how CDM Regulations duties are being met,
- issues to the *Client*, for the *Client's* Health and Safety Team, copies of accidents and near miss reports within 5 days of the incident occurring and
- complies with IAN 128/15/Ar “Highways England Supply Chain Health and Safety Incident Reporting” or any later revision. Total hours worked to be reported under paragraph 3a of IAN128/15/Ar includes all hours worked in Providing the Service, whether the work is performed on the site or not.

Refer to S321 for health and safety requirements.

Customer Service

S 315.32 The customer is any person or organisation that uses or is affected by the *service*, including

- road users,
- communities and community groups,
- tenants and persons and organisations that lease from the *Client*
- landowners whose land is temporarily occupied to provide the *service* and

- the public who use the *service*
- S 315.33 The *Client* has published an overarching Customer Service Strategy (See Link at Annex A), which sets out the approach to improving service provided to its customers. The *Contractor* collaborates with the *Client* to support the successful delivery of this strategy. Key aspects of this strategy include
- consistently effectively and efficiently Provide the Service; working to manage delays and make journeys as safe and stress free as possible,
 - improving our service and network; being more effective in the way we operate, maintain and improve our roads and
 - developing our relationships with customers; building strong dialogue with our customers and communities, providing information to help people make the best choices and understanding the needs and expectations of the customer
- S 315.34 The *Contractor* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *service* or achievement of the aims and objectives in the Customer Service Strategy.
- S 315.35 The *Contractor* notifies the *Client* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the *service* or achievement of the aims and objectives in the Customer Service Strategy.
- S 315.36 The *Contractor* embeds throughout its workforce an understanding of *Client* imperatives, values, culture, strategy and objectives. Awareness should be fostered at every opportunity including at; on-boarding and induction, performance reviews, site meetings and through delivery of learning and development opportunities including *Client* e-learning (once available).
- S 315.37 The *Contractor* ensures that *Client* customer requirements are cascaded to and adhered by the extended supply chain.
- S 315.38 The *Contractor* ensures that delivery of *Client* customer service requirements are fully inclusive and accessible and that this is evidenced within the Inclusion Action Plan (refer to S330).
- S 315.39 The *Contractor* reviews their policies, procedures and processes to ensure that there are no adverse customer equality impacts throughout delivery of the service on protected characteristics or affected groups.
- S 315.40 The *Contractor* uses demographic data and analysis to inform delivery of the *service*.

- S 315.41 The *Contractor* evidences the involvement of diverse groups in agreeing communication channels and engagement activities, monitoring and evaluating satisfaction of these.
- S 315.42 The *Contractor* provides any information that is needed to enable the *Client* to prepare statements or responses to questions or issues raised by or on behalf of any customer. The *Contractor* provides such information within any time periods which may be imposed by the *Client* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Contractor* cannot provide the required information to support the *Client's* response, the *Contractor* immediately notifies the *Client*, detailing the reasons.
- The timescales are to be those as listed in the corporate customer complaints process (See Link at Annex A).
- S 315.43 The *Contractor* implements the principles as set out in the *Client's* 'Roadworks A Customer View' (see S301.34 and link at Annex A). Alongside this, the "dynamic roadworks vision" is an aspiration for all projects, with a view to achieving it by the end of Road Investment Strategy 2 (RIS2). The *Client* recognises that a balance needs to be made with cost and time constraints. Any deviations from implementing the principles set out in "Roadworks A Customer View" are to be agreed with the *Client*.
- S 315.44 The *Client* encourages the *Contractor* to innovate and challenge the conventions traditionally used to design and manage traffic to help deliver better outcomes on its network and for local communities affected by diversion routes.
- S 315.45 The *Contractor* will minimise impact to customers while delivering the *service*
- S 315.46 The *Contractor* is to take all necessary actions to ensure that drivers and road users are aware of the road works, lane closures and disruptions to their trips before commencing their journeys with the earliest possible notice in line with Network Occupancy Management System requirements
- S 315.47 The *Contractor* contributes to the traffic management communications plan of the start of planned works in which key messages, communication channels and target audiences are to be identified and which sets out the processes and procedures for communications.
- S 315.48 The *Contractor* is to contribute to engagement with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach striving and demonstrating continuous improvement and customer engagement.

- S 315.49 The *Contractor* undertakes customer maturity assessments (See link at Annex A) as instructed by the *Client*.
- S 315.50 The *Contractor* produces a customer centric plan (see link at Annex A) which covers its overarching customer principles under all its *Client* contracts.
- S 315.51 Following each maturity assessment, the outcomes identified by the *Client* will be incorporated into the *Contractors* customer centric plan.
- S 315.52 The *Contractor* collaborates with the *Client* to create a *service* specific customer plan which aligns with the Network Occupancy Communications Plan (NOCP) and the *Client's* overarching Customer Service Strategic Plan (See Link at Annex A) which defines
- all customer stakeholder groups,
 - communication channels and timings for each stakeholder, and
 - feedback protocols from customers.
- S 315.53 The *Contractor* records performance against customer and stakeholder performance metrics within the performance strategy.
- S 315.54 The *Contractor* assures that all current and future customer service standards are complied with throughout the delivery of the *service*.
- S 315.55 Following two weeks from the Contract Date, the *Client* conducts customer audits of the *Contractor's* policies, procedures and practices at such times as required. The *Contractor* cooperates with such requests and provides all information requested by the *Client*.
- S 315.56 During the life of the contract, the *Client* may suggest recommendations to the *Contractor's* quality plan to improve customer service assurance. The *Contractor* either implements these recommendations or responds to the *Client* giving reasons why they are not accepted.

Stakeholder and Community Engagement

- S 315.57 The *Client* provides the overall leadership and is the conduit for external customer service communications including media, stakeholder and community engagement for the project.
- S 315.58 The *Client's* Stakeholder Engagement and Communications Strategy and Stakeholder Engagement and Communications Plan outline the *Client's* approach to stakeholder engagement and communications for the scheme. Refer to Annex A.
- S 315.59 The *Contractor* does not engage in any public facing communications without the permission of the *Client*.

S 315.60 The *Contractor* provides personnel and resources needed to deliver the PACE activities (refer to S201) and to support the *Client* in delivering the project communications, stakeholder and community outcomes identified within the Stakeholder Engagement and Communications Strategy and Plan.

S 315.61 The *Contractor* agrees the attendance at all meetings with the *Client*. The *Contractor* does not attend meetings without *Client* representation, unless directed by the *Client*. This applies to meetings with both internal and external stakeholders. The *Contractor* establishes and documents the terms of reference for each meeting.

Staffing

S 315.62 Within twelve weeks of the *starting date*, the *Contractor* submits to the *Client* for acceptance in accordance with S201, proposals identifying the resources needed to support the *Client* in delivering the PACE, communications and stakeholder and community engagement activities, including

- details of the *Contractor's* communications, stakeholder and community personnel, together with CVs, and
- the roles and responsibilities of those personnel.

Changes to the *Contractor's* communications, stakeholder and community personnel are accepted by the *Client* in accordance with S201.

Branding

S 315.63 The *Contractor* adheres to the *Client's* corporate communication and branding requirements set out in the following documents (refer to Annex A):

- Guidance for our *Contractors*
- Our visual identity
- Social media visual identity
- Normal not formal (containing 'tone of voice' guidelines).

Media and Publicity

S 315.64 The *Client* handles all interactions with the media, except where the *Contractor* has prior agreement from the *Client*.

The *Contractor*

- refers all media enquiries immediately to the *Client*. Outside of normal office hours, the *Contractor* refers all media enquiries immediately to the *Client's* press office and copied to the *Client*,

- supplies information for the *Client* to respond to media enquiries about the *service* no later than four hours following a request from the *Client*,
- obtains agreement from the *Client* before using the scheme for media engagement, publicity or in published material,
- ensures that all subcontractors and suppliers comply with all media and publicity contract requirements,
- proactively brings to the attention of the *Client*, activities likely to generate media interest,
- supports the *Client* in the drafting of materials for media release regarding activities deemed of interest by the *Client*,
- collaborates with the *Client* in providing access to the works site to facilitate filming and documentary production by *Client* approved third parties,
- provides resources to supervise production and film crews throughout filming on site, with suitably trained staff made available for interview if requested by the *Client*,
- provides 20 colour progress photographs with GPS tagging each calendar month suitable for publication, and
- provides content to the *Client* for inclusion in newsletters keeping the public up to date with the scheme. Content is suitable for both hard copy and digital distribution.

Online and social media content and digital material

S 315.65 The *Client*

- manages and maintains the Project Website,
- manages and maintains social media communication for the scheme and
- approves all material to be made digitally available to the public

The *Contractor*

- complies with the *Client's* published Social Media Policy (refer to Annex A) and
- provides material digitally as requested by the *Client*, including:
 - written progress and community updates supported by photographs and material tailored for use on the scheme website and for social media communication,
 - documents, including drawings, that the *Client* deems should be made publicly available, and
 - information for traffic updates.

Helpdesk, correspondence and complaint management

S 315.66 The *Client* operates a customer contact centre, 24 hours a day, seven days a week, to provide a first point of contact for its customers, including for major project and general traffic enquiries.

The *Contractor* and *Client* work together to provide a seamless interface in responding to *service* related customer enquiries from the customer contact centre and other sources.

The *Contractor's* communications personnel are;

- contactable 24 hours a day, seven days a week providing support to the *Client* in event of incidents or queries needing reactive communication,
- knowledgeable about the works activities and capable of advising and supporting the *Client* in all matters relating to community engagement and public relations,
- able to answer and resolve queries or complaints received via the *Client* and
- can provide responses and provide further information within 24 hours.

S 315.67 The *Contractor*

- provides information and draft responses to correspondence and communications on request from the *Client*.
- notifies the *Client* if the information will not be available within 3 working days, detailing the reasons and providing an alternative timescale for the agreement of the *Client*,
- provides information to inform responses to parliamentary questions on request of the *Client*. This is passed to the *Client* as soon as possible following a request and no later than 8am the day following a request. If this timescale is unable to be met, an alternative timescale will be agreed with the *Client*,
- refers any written, electronic or oral correspondence, communications and complaints received directly to the *Client* on the day of receipt or the next working day if received outside normal working hours,
- implements the *Client's* Corporate Complaints Process (refer to Annex A),
- ensures the *Client* has an up to date contact roster for the *Contractor's* communications staff, and
- ensures that any customer and stakeholder information held by the *Contractor* meets the requirements of S331 & S332.

Stakeholder and Community Relations Plan (SCRP)

S 315.68 Within twelve weeks of the *starting date*, the *Contractor* develops a Stakeholder and Community Relations Plan (SCRP) for acceptance by the *Client* in accordance with S201. The plan identifies how the *Contractor*

- supports the *Client's* overarching Stakeholder Engagement and Communications Strategy and accompanying Stakeholder Engagement and Communications Plan,
- manages stakeholder liaison, internal and external communications, correspondence and complaints,
- is a good neighbour to the local communities affected by the provision of the *service*, and
- supports the *Client* in keeping those communities informed about progress in delivering the *service*.

A reason for not accepting the plan is

- it contains insufficient detail or
- does not comply with the Scope

The *Client* replies to the initial draft SCRP within four weeks from receipt and to further revisions and submissions within two weeks.

S 315.69 The SCRP includes

- names and contact details of the *Contractor's* personnel with responsibility for stakeholder, community relations and communications management,
- how the *Contractor* resources and delivers the communications, stakeholder and community liaison and engagement activities and outcomes,
- proposals for managing emergency and urgent communications including resources and contact details,
- how the *Contractor* manages requests for information or publicity material,
- how the *Contractor* proposes to support the *Client's* engagement with the established local community forums and stakeholders,
- how the *Contractor* proposes to resource and deliver the PACE strategy, including materials for dissemination to local communities and relevant stakeholders,
- how feedback from the local communities will be addressed in relation to the *Contractor's* performance in being a good neighbour,
- how the *Contractor* manages the workforce, including how it
 - engages with, informs and updates staff (including the *Client's* staff) involved in the delivery of the *service*, including methods and frequency of information distribution together with an outline list of topics to be communicated,

- the approach to worker accommodation, and
- the conduct of the workforce in the community and
- proposals for regular review of the SCRCP

S 315.70 As part of managing and delivering the SCRCP, the *Contractor*

- ensures the Staff are fully conversant with local demographics, sensitivities, culture, health and wellbeing issues,
- includes information on maintaining good community relations within the *Contractor's* induction process for all staff, suppliers and subcontractors and
- co-operates with and support the *Client* in community activities, to cover
 - liaison with residents, businesses and other local occupiers and relevant stakeholder bodies,
 - assistance with and attendance at local community forum meetings,
 - meetings with local authorities and stakeholders on matters that impact on communities and
 - supporting the *Client's* educational outreach programme.

S 315.71 The *Contractor* reviews, updates and submits the SCRCP at regular intervals to the *Client* for acceptance. A reason for not accepting the updated plan is that

- it contains insufficient detail, or
- does not comply with the Scope.

Behavioural attributes

S 315.72 The Behavioural Maturity Framework (BMF) (See link in Annex A) is a tool that supports the *Client's* collaborative relationships strategy and is being implemented to support and evolve the industry's collaborative relationships away from immature behaviours that lead to negative and damaging consequences to mature behaviours that enable better performance and outcomes for all.

S 315.73 In Providing the Service, the *Contractor* performs in accordance with the *Client's* behavioural attributes, which are based on industry best practise and aligned with BS110001- Collaborative Business Relationships, an established industry standard for collaboration, to ensure that these behavioural attributes are embedded and implemented by Staff.

S 315.74 The behavioural attributes are as follows

- collaboration,
- accountability,
- performance improvement,
- people and relationships and
- stakeholders and engagement.

S 315.75 There are a number of key drivers and benefits which the *Client* seeks to attain through a philosophy of collaboration,

- shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,
- open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
- understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort,
- shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty, and where to seek to innovate and
- equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.

S 315.76 The behavioural attributes within the behavioural maturity framework are,

- trust and respect – doing what you say you are going to do at all times,
- supporting each other – being there for each other to enable personal, professional and project/programme goals to be achieved,
- accountability – ensuring commitments are kept and resulting consequences are accepted,
- issue resolution and decision making – ensuring access to all of the necessary facts and information to make fully informed decisions and address issues,
- best person for the job – individuals are selected for the right work based on knowledge, attitude, experience, skills and behaviours,
- engagement – communicating with Others in the best possible way to ensure understanding, share knowledge and avoid assumptions,

- constructive challenge – having the confidence to challenge everyone regarding decisions and actions and sharing views to develop understanding and
- innovation and continuous improvement – creating the right environment that allows new ideas to surface and be put into practice.

S 315.77 The *Contractor* implements, operates and delivers the behavioural maturity improvement plan.

Subcontracting

Restrictions on requirements for subcontracting

S 315.78 Within 5 days of the *starting date*, the *Contractor* prepares a subcontracting proposal setting out elements of Section 1 of the *service* that are proposed to be subcontracted, (“the subcontracting plan”) and submits it to the *Client*. The *Contractor* ensures the subcontracting plan is kept up to date and supplies any revised version to the *Client* within 2 days of the update.

Within 12 weeks of the *starting date*, the *Contractor* updates and submits the subcontracting plan, setting out elements of Sections 2 and 3 of the *service* that are proposed to be subcontracted, and submits it to the *Client*. The *Contractor* ensures the subcontracting plan is kept up to date and supplies any revised version to the *Client* within 2 days of the update.

S 315.79 On receipt of the subcontracting plan, the *Client* advises the *Contractor* which elements of the *service* to be subcontracted are to be procured in accordance with S315.59 - 315.83.

S 315.80 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Contractor* obtains a minimum of 3 competitive written quotations for the appointment of any subcontractor or supplier for *services* with a subcontract value in excess of £10,000.

S 315.81 For the purposes of this section S315, a Supply Chain Contractor is any person or organisation, excluding a subcontractor, who has a contract at any stage of remoteness from the *Client* to

- construct or install part of the *service*,
- design part of the *service*, except the design of Plant and Materials carried out by the supplier or
- provide a service in the Task Order Areas which is necessary to Provide the Service, except for the
 - hire of Equipment or

- supply of people paid for according to the time they work.

The *Contractor* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors and Supply Chain Contractors do the same.

S 315.82 The *Contractor* ensures that all subcontractors and Supply Chain Contractors are Named Suppliers.

S 315.83 The *Contractor* may propose to the *Client* that a subcontractor or Supply Chain Contractor is not a Named Supplier. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontractor or Supply Chain Contractor to be a Named Supplier.

S 315.84 The *Contractor* ensures that all subcontracts with subcontractors (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with Supply Chain Contractors have terms and conditions that align with the subcontract.

S 315.85 The *Contractor* may propose to the *Client* that a subcontract used to appoint a subcontractor is not a NEC form of contract. The *Contractor* does not appoint a subcontractor using a contract form other than NEC unless the *Client* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be an NEC form.

S 315.86 The *Contractor* submits the proposed Contract Data for each subcontract of a subcontractor to the *Client* for acceptance. A reason for not accepting the Contract Data is

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

S 315.87 The *Contractor* ensures that any subcontract of a subcontractor is capable of being novated to a replacement contractor.

S 315.88 The *Contractor* may propose to the *Client* that a subcontract of a subcontractor is not capable of being novated to a replacement contractor. The *Contractor* does not award such a subcontract that is not capable of being novated to a replacement contractor unless the *Client* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.

S 315.89 When requested by the *Client*, the *Contractor* executes, and procures a subcontractor executes, an agreement in the form the *Client* may

reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

Fair Payment

- S 315.90 The *Contractor* includes in the contract with each subcontractor:
- a period for payment of the amount due to the subcontractor not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor has completed from the previous assessment date up to the current assessment date in the contract,
 - a provision requiring the subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
 - a provision requiring the subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Contractor* and
 - a provision requiring each further stage subcontract to contain provisions to the same effect as these requirements, with the intention that all subcontractor (at any stage of remoteness from the *Client*) are to be paid within 30 days after the date on which payment becomes due under the contract.

- S 315.91 The *Contractor* notifies non-compliance with the timescales for payment
- to the *Client*,
 - to the *Client* and
 - through the Efficiency and Reform Group Supplier Feedback Service.

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

- S 315.92 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

Contracts Finder

- S 315.93 For the purposes of paragraphs S315.93 and S315.97. Contracts Finder means the government website for information about contracts worth over £10,000 with the government and its agencies.

- S 315.94 Where the total of the Prices is £5,000,000 or more at the Contract Date the *Contractor*
- subject to paragraphs S315.59 to S315.70 advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Service above a minimum threshold of £25,000 that arise before Completion,
 - within 90 days of awarding a subcontract to a subcontractor, updates the notice on contracts finder with details of the successful subcontractor,
 - monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to Completion and provides reports on this information to the *Client* in the format and frequency as reasonably specified by the *Client*, and
 - promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- S 315.95 Each advert referred to in paragraph S315.75 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor*.
- S 315.96 The obligation at paragraph S315.63 only applies in respect of subcontract opportunities arising after the Contract Date.
- S 315.97 The *Contractor*, may propose to the *Client* for agreement, that a specific subcontract is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist his consideration. If agreed by the *Client*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.
- Advertising Subcontracts in accordance with the Public Contract Regulations 2015
- S 315.98 The *Contractor* ensures that any subcontracts for the elements of the services listed in S201 or advised by the *Client* in accordance with S315.59 to S315.70 are
- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations” – see link within Annex A), and
 - are capable of being novated to the *Client* or an Other.
- S 315.99 When requested by the *Client*, the *Contractor* procures the relevant subcontractor executes an agreement in the form set out in the Scope (see Annex G) or such other form as the *Client* may reasonable require to novate

the benefit and burden of a subcontract to the *Client* or an replacement *Contractor*.

S 315.100 The *Contractor* may use the *Client's* e-tendering system to procure any subcontract required by this section. The *Client* arranges for advice and support on the use of the *Client's* e-tendering system.

S 315.101 The *Contractor* provides to the *Client* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents

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

S 315.102 The *Contractor* does not publish any procurement documents until the *Client* has accepted them.

Transparency

S 315.103 All Central Government Departments and their Executive Agencies, Non-Departmental Public Bodies and arm length 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.

S 315.104 For these purposes, the *Client* may disclose within Government any of the *Contractor's* documents and information (including any that the *Contractor* considers to be confidential and commercially sensitive) submitted by the *Contractor* to the *Client* during the contract (including any dispute and dispute settlement). The information is not disclosed outside Government. The *Contractor* taking part in the contract consents to these terms.

***Client's* Codes of Conduct**

S 315.105 The *Contractor* complies (and ensures that any person employed by him or acting on its behalf complies) with the *Client's* Anti Bribery Code of Conduct and Anti-Fraud Code of Conduct, collectively "the Codes" (see hyperlink at Annex A).

S 315.106 The *Contractor* complies with the Codes until Completion and with

- paragraph 4 of the *Client's* Anti Bribery Code of Conduct and

- paragraph 3 of the *Client's* Anti-Fraud Code of Conduct for a period of 12 years after Completion.

S 315.107 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 315.108 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this section S315.

S 316 Contractor's application for payment

S 316.1 The *Contractor* ensures the purchase order number is included on its invoice and submits such records as requested by the *Client* with each invoice in the format as required by the *Client*.

S 316.2 The *Contractor* provides a Work Breakdown Structure (WBS) breakdown of the invoice in the format required by the *Client* (see Link at Annex A).

The *Contractor* notifies the *Client* of the name and address of the Project Bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

Project Bank Account

S 316.3 NEC Option Y(UK)1 is mandated for all contracts. The *Contractor* complies with S315.63.

S 316.4 The *Contractor* ensures that any deeds associated with the Project Bank Account are issued sufficient time to allow the *Client* to apply its common seal to prevent any payment issues. The *Contractor* liaises with the *Client* to agree submission dates of deeds

S 316.5 The *Contractor* ensures that

- there is one original copy of deed for each party to the deed issued to the *Client* for the attachment of *Client's* common seal, and
- each original copy of the deed has original signatures from the authorised signatories and common seals (if used).

S 316.6 A word version of the Trust and Joining Deeds is in Annex A (see hyperlink in Annex A).

Project Bank Account Tracker

S 316.7 The *Contractor* completes and submits to the *Client* on a monthly basis

- a fully populated Project Bank Account (PBA) Tracker (with the 'Contractor Cumulative Totals' tab up to date - including the

assignment of SME categories against each Tier 2/3) (see link at Annex A), and

- detailed Bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA Tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients should be redacted from your main account statement before submission) in .pdf format.

- S 316.8 All variances from the previous month are explained and further information is submitted in response to any queries raised.
The SME percentage is calculated from the full application value.
Time in the PBA Tracker and Performance Indicator is measured in calendar days.
- S 316.9 The *Client* monitors the time it takes the *Contractor* to pay its supply chain (including Tier 2 and Tier 3+) through the PBA, following deposit of funds into the PBA.
The related performance score is calculated when the majority of the funds have been deposited into the PBA by the *Client* that covers amount due to supply chain joined to the PBA.
- S 316.10 The *Contractor* ensures that all its supply chain sign a joining deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered the opportunity) evidence needs to be provided to the *Client* detailing the reasons why it does not want to sign up. The *Client* may at any time, contact that Tier 2 and 3 suppliers directly to improve their knowledge and understanding of the benefits of PBAs.
- S 316.11 If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Client* with the supply chain (at various intervals) to verify that they are getting paid in a timely manner.
The *Client* may carry out audits to assess the full extent of how supply chain payments are made.
- S 316.12 Where the *Contractor* transfers monies from other accounts into the PBA this is stated on the bank statement.

S 317 Co-ordination

- S 317.1 The *Contractor* complies with the requirements of S301, S307, S315 and S318 for co-ordination of works and access to the Task Order Areas.

S 318 Co-operation

- S 318.1 The *Contractor* co-operates with other suppliers in obtaining and providing information needed.
- S 318.2 The *Contractor* provides the programme to the *Client*, of its stage SGAR and PCF timescales.
- S 318.3 The *Contractor* co-ordinates with Local Highway Authorities to ensure roadwork clashes are prevented.
- S 318.4 The *Contractor* programmes works in a manner that minimises the impact on the customer, working in conjunction with Major Projects (MP) and Operations Directorate (OD).
- S 318.5 The *Contractor* programmes any PCF product review requests at least 6 weeks in advance and ensures that all programmed dates are met.
- S 318.6 The *Contractor* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
- S 318.7 The *Contractor* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.
- S 318.8 The *Contractor* does not enter into commitments when dealing with third parties that might impose any obligations on the *Client* except with the consent of the *Client*.

S 319 Sharing the property affected by the service with others

- S 319.1 The *Contractor* collaborates with, and shares the areas affected by the service with others including
- the Preliminary Works Contractor (refer to S102.1),
 - the Main Works Contractor (refer to S102.2),
 - Esso (refer to S313.1),
 - SSEN (refer to S313.1),
 - the *Client* and its maintenance organisations and contractors for the purposes of undertaking normal monitoring and maintenance operations in relation to the A303 Trunk Road and

- Wiltshire Council and its maintenance organisations and contractors for the purposes of undertaking normal monitoring and maintenance operations in relation to the highway network for which the local authority is responsible.

S 319.2 The *Contractor* collaborates with Others in planning the Section 2 *service* in the areas shown on the Site Extent and Limitations on Use drawings (refer to S102 and Annex A). The work to be done in each area on the drawings is summarised below:

Drawing area A

- Preliminary Works Contractor: site clearance and ecological work,
- the *Contractor*: archaeological mitigation,

Drawing area B1

- Preliminary Works Contractor: site clearance work,
- the *Contractor*: archaeological mitigation,
- SSEN: installation of underground cables to divert an overhead line
- Esso: the diversion of the existing pipeline, provision of protection slabs and closure of existing pipeline,

Drawing area B2:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work and ecological work, including grassland translocation

Drawing area B3:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work

Drawing area C1:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work

Drawing area C2:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work, ecological work and the water supply work

Drawing area C3:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work
- SSE: construction of temporary substation and installation of underground cables between the substation and A360

Drawing area C4:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance work, construction of site compound and installation of underground utility supplies

Drawing area C5:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: construction of temporary access track

Drawing area D:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: highway construction work

Drawing area E:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: site clearance and ecological work

Drawing area F:

- the *Contractor*: archaeological mitigation,
- Preliminary Works Contractor: highway work

S319.3

The *Contractor* plans and implements the *service* in cooperation with the Preliminary Works Contractor, Esso and SSEN and from time to time shares areas of the Task Order Areas with the Preliminary Works Contractor, ESSO and SSEN for those to have access across parts of the Task Order Areas at times and locations necessary to meet their programme.

The *Contractor* shares the access track and the temporary means of accesses from the A360, B3083 and A303 with the Preliminary Works Contractor.

The *Contractor* shares the access track and the temporary means of access from the A360 with SSEN.

The *Contractor* shares the temporary means of access from the B3083 with Esso

S 320 Authorities and utilities providers

S 320.1

The *Contractor* complies with the special requirements of the statutory bodies and utility providers contained in Annex A.

S 321 Health and safety requirement

Health, Safety and Wellbeing Implementation Plan

- S 321.1 The *Contractor* prepares a Health, Safety and Wellbeing Implementation Plan within one month of the *starting date* and submits it to the *Client* for acceptance in accordance with the acceptance process in S201.
- S 321.2 The Health, Safety and Wellbeing Implementation Plan outlines the aspirations of the *service* and the *Contractor* demonstrates that the plan aligns with and supports delivery of the *Client's* Home, Safe and Well strategy (see Annex A) with measures that demonstrates
- how project leadership ensures that health and safety is maintained as a priority in Providing the Service,
 - risk mitigation using the latest technologies and engineering controls,
 - assessment, measurement and improvement of health and safety performance and maturity,
 - assurance of the competence along with the continual improvement of Staff and subcontractors (at any stage of remoteness from the *Client*) capability,
 - assessment, monitoring, management, promotion and where possible improvement of health and wellbeing of Staff including a health surveillance programme,
 - engagement of Staff on health, safety and wellbeing,
 - any design ensures
 - in Providing the Service,
 - the Task Order Areas provide and
 - outcomes provide
- a healthy and safe environment and
- recording of health, safety and wellbeing, challenges, visits, inspections, incidents and other events, and the system for the recording.
- S 321.3 As a minimum, on each anniversary of the *starting date*, the *Contractor* reviews and updates the Health, Safety and Wellbeing Implementation Plan. The *Contractor* submits the updated Health, Safety and Wellbeing Implementation Plan within 3 weeks of the relevant anniversary of the starting date to the *Client* for acceptance
- S 321.4 A reason for not accepting the Health, Safety and Wellbeing Implementation Plan is that it does not comply with the Scope
- S 321.5 Once accepted, the *Contractor* complies with the Health, Safety and Wellbeing Implementation Plan.

Client's procedures

S 321.6 The *Contractor* complies with the *Client's* Interim Advice Notes and Chief Highways Engineers Notes relating to Health, Safety and Wellbeing (see Annex A) or as advised by the *Client*.

***Contractor's* health and safety management system**

S 321.7 The *Contractor*

- operates a formal health and safety management system complying with ISO 45001, which includes the operation of health and safety management systems, health surveillance and the development of a safety profiling system capable of being easily monitored,
- interfaces and aligns its health and safety management system with the *Client's* health and safety management systems, policies and procedures and
- documents the systems and fully and effectively implements the systems within six (6) months of the *starting date*.

S 321.8 The *Contractor* develops its health and safety management system with the Preliminary Works Contractor to provide consistency of approach and interoperability, ensuring activities are consistent with the Preliminary Works Contractor allowing seamless provision of *service* between different sites.

Subcontractor's health and safety management system

S 321.9 The *Contractor* ensures all subcontractors (at any stage of remoteness from the *Client*) comply with the *Contractor's* health and safety management system.

Management of road risk

S 321.10 The *Contractor* implements systems and procedures for effective management of occupational road safety in accordance with the recommendations contained in Health and Safety Executive publication INDG382 'Driving at work' (see Annex A) and the *Client's* Driving for Better Business (see Annex A) which includes systems for

- assessing traffic management,
- driver competency,
- provision of training,
- vehicle maintenance,
- accident investigation and
- driver safety.

Medical fitness

S 321.11 At the start of each calendar quarter, the *Contractor* prepares a Health and Wellbeing Report and submits updates it to the *Client* on a quarterly basis which

- highlights trends relating to occupational health issues,
- significant occupational health observations / events on the project in Providing the Service and
- mitigation measures / actions implemented.

Drug and alcohol policy

S 321.12 The *Contractor* prepares and complies with a Drugs and Alcohol Plan for Providing the Service.

S 321.13 The Drugs and Alcohol Policy Plan includes

- testing regimes,
- pre-employment testing,
- just cause testing,
- random testing,
- post-incident testing,
- any mitigating circumstances such as medication,
- any admittance to dependency during employment (assistance etc.) and
- drugs and alcohol failure consequence (refusal, dismissal, future employment etc.).

Health and safety charity-based incentive schemes

S 321.14 The *Client* supports and promotes the use of charity-based incentive schemes as an aid to improving health and safety. If requested by the *Client*, the *Contractor* adopts such schemes and includes a combination of local and national charities.

Health assessment and control

S 321.15 The *Contractor* ensures that Staff are provided with health surveillance in accordance with its risk assessments.

S 321.16 The *Client* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related illnesses. The *Contractor* makes such services available to the Staff. The *Contractor* monitors and records working days lost due to illness and working days lost due to stress and introduces management systems for minimising ill health. Each month, this data is supplied to the *Client*.

S 321.17 The *Contractor* complies with guidance to ensure fatigue is managed effectively.

Health and safety culture

S 321.18 The *Contractor* ensures its leaders, at every level of its organisation and subcontractors (at any stage of remoteness from the *Client*) reflect a strong health and safety culture, which is led by clear, visible leadership on in the Task Order Areas and every office engaged in Providing the Service. .

S 321.20 If requested by the *Client*, the *Contractor* attends the *Client's* health and safety forum.

S 321.21 The *Contractor* participates in working groups with the aim of improving health and safety management performance in relation to design, construction, operations and maintenance.

S 321.22 The *Contractor* ensures that any member of Staff who displays a behaviour or attitude which could or does endanger either themselves or others, or cause damage or harm to Plant and Materials or Equipment, is not permitted access to the Task Order Areas or is removed from the Task Order Areas and any time spent in relation to the removal or replacement of such member of Staff is not time utilised in Providing the Service.

Health and safety - exchange of information

S 321.23 The *Client* provides

- health and safety information in the *Client's* possession to support the *Contractor* in Providing the Service,
- a copy of the *Client's* health and safety policies, procedures, and guidance (See Annex A) and
- the Airswab 2 accident and incident reporting system for the reporting of incidents. Refer to S332

S 321.24 In a manner and form specified by the *Client*, the *Contractor* provides health and safety information including inductions, training, equipment inspection and testing records and safe systems of work (including site briefings to be available for inspection upon request).

S 321.25 The *Contractor* implements measures for managing and supervising their Staff who do not speak English as their first language, which include:

- a suitable ratio of supervision to workforce,
- appropriate means of communication of relevant documentation and
- assessment to ensure understanding.

Health and safety advice

S 321.26 The *Contractor* appoints and retains competent health and safety managers and advisers as part of its health and safety management system.

S 321.27 The minimum requirements for the *Contractor's* health and safety manager(s) are

recognised health and safety competence including post-graduate degree in occupational health and safety or equivalent National Vocational Qualification (NVQ) Level 6 Diploma from a recognised awarding body and

relevant knowledge and previous experience of archaeological projects.

S 321.28 The minimum requirements for the *Contractor's* health and safety adviser are

- membership of IOSH or qualified to NEBOSH Construction Certificate or above,
- a minimum of two years' related experience as a health and safety adviser on major archaeological projects and
- a good working knowledge of legislation, guidance and standards relevant to the *service*.

S 321.29 The *Contractor* provides the health and & safety managers and advisers the support of additional competent Staff to fulfil the health and safety requirements of the contract.

Risk Assessments, Method Statements and Permits to Work

S 321.30 The *Contractor* implements a risk assessment and method statement production and briefing process.

S 321.31 The *Contractor* issues a schedule of work activities to the *Client* for acceptance which includes

- a list of risk assessments and method statements that will be prepared throughout the *service* and the relevant work activities,
- an indication of the relevant work activities that may impact on assets or properties owned or controlled by the *Client* and Others and third-party stakeholders,
- timeframes for the preparation of risk assessments and method statements and ready for *Client* for review and
- a rating of the potential risks of work activities, classified as:
 - high,
 - medium or
 - low.

S 321.32 The *Contractor* makes available risk assessments and method statements for *Client* review in accordance with the agreed schedule unless otherwise agreed with the *Client*.

- S 321.33 The *Contractor* operates
- a permit to work process for higher risk activities either independently or as part of other processes to which they pertain and
 - permits in accordance with Health and Safety Guidance (HSG) 250.
- S 321.34 As a minimum, the *Contractor* operates a permit to work process for the following non-exhaustive list of activities
- piling and any works that involve vibration,
 - hot works,
 - entry to confined spaces,
 - excavations around utilities,
 - unexploded ordnance (UXO),
 - contaminated land,
 - electrical works, including work on live services,
 - use of cranes,
 - temporary works and
 - use of cartridge tools.
- S 321.35 A reason for not accepting a schedule of work is
- it will not enable the *Contractor* to Provide the Service,
 - it does not provide sufficient time for the *Client* to review the risk assessments and method statements listed or,
 - it does not comply with the Scope.

CDM Compliance

- S 321.36 The *Client* considers that the CDM Regulations apply to the *service*.
- S 321.37 Where instructed by the *Client*, the *Contractor* undertakes the role of principal contractor and associated duties in respect of the *service* to which the CDM Regulations apply including
- work carried out by the *Client* or
 - work carried out by Others.
- Where Others are appointed to the role of principal contractor, the *Contractor* co-operates and supports the principal contractor in the discharge of their obligations.
- S 321.38 During the pre-construction phase and before setting up a construction site in a Task Order Area, the *Contractor* creates a construction phase plan in respect of the relevant *service* in compliance with Regulation 12(2) of the CDM Regulations and submits it for acceptance by the *Client*.

A reason for not accepting the plan is that it

- has insufficient detail or
- is not compliant with the CDM Regulations.

S 321.39 The *Contractor* ensures its subcontractors (at any stage of remoteness for the *Client*), identified as CDM duty holders comply with the CDM Regulations in the discharging of their duties.

S 321.40 The *Client* ensures notification to the Health and Safety Executive (HSE) under an F10.

S 321.41 The *Contractor* provides information to the *Client* to demonstrate that individuals proposed for appointment to carry out the duties have the skills, knowledge and experience that meet the requirements given in the Health and Safety Executive's guidance on regulations (L153), "Managing Health and Safety in Construction".

Pre-Construction Information

S 321.42 The *Client* has collated the pre-construction information with

- constraints identified in the project risks (Annex J) and
- factual information contained within the pre-construction information (refer to Annex A).

Welfare Facilities

S 321.43 The *Contractor* confirms to the *Client* that adequate welfare facilities are in place prior to the commencement of site surveys required under Section 1 of the *service* or any works instructed by Task Order.

Training and competence of Contractor's employees

S 321.44 The *Contractor* ensures that only competent Staff are used to Provide the Service.

S 321.45 The *Contractor* submits to the *Client* information about the *Contractor's* procedures for assuring competence of Staff when requested to do so by the *Client*.

S 321.46 The *Contractor* provides to the *Client* records of training of Staff when requested to do so by the *Client*.

S 321.47 Before the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*) commences any element of the *service*, the *Contractor* provides to the *Client* a signed summary statement that the Staff Providing the Service for the relevant element are competent to Provide the Service.

S 321.48 The *Contractor* provides further such summary statements to the *Client* as additional Staff are introduced.

S 321.49 Staff are required to have Construction Skills Certification Scheme (CSCS) cards appropriate to the trade / position, with all site supervisors having

Site Supervisors Safety Training Scheme (SSSTS) (or EU equivalent) certification.

- S 321.50 For those roles where no suitable recognised competence standards exist, the *Contractor* provides information on the selection criteria and method used to provide assurance of individual's competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance or competence and any relevant training and experience.

Health and safety inspections

- S 321.51 The *Client* can challenge any activity undertaken where it considers there is a hazard to the safety of any person. Where in the opinion of the *Client* or *Client*, a health and safety hazard exists, the *Contractor* suspends the activity immediately, drafts a report within 24 hours, and submits to the *Client* for information. The report documents the issue observed, the reason for the failure if appropriate and corrective and preventative actions taken before recommencing the activity.

- S 321.52 The *Contractor* outlines within the Construction Phase Plan a formal inspection schedule which is led by senior project management. As a minimum the *Contractor* ensures that it undertakes inspections on a weekly basis and documents the findings of these inspections. As required, the *Contractor* co-ordinates with the *Client* to allow the planning of joint inspections. The *Contractor* prepares an inspection results report that records the results and analysis of the results. When requested, the *Contractor* provides a copy of any inspection results report to the *Client*.

- S 321.53 The *Contractor* takes actions to ensure that the matters identified in the inspections are addressed and remedied.

- S 321.54 The *Contractor* implements a system to record inspections and other visits, observations and incident events. The system analyses and provides trend findings with updates in the form of monthly reports submitted to the *Client*.

Incident reporting

- S 321.55 The *Contractor* complies with the *Client's* Interim Advice Note 128/15Ar Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**") (see Annex A), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period of reply* applies unless agreed otherwise with the *Client*.

- S 321.56 The *Contractor* informs the *Client* if any incident occurs that the *Contractor* considers is not within the remit of IAN 128 and reports the incident as if the incident was in the remit of IAN 128 if required by the *Client*.

- S 321.57 In addition to any requirements in IAN 128, the *Contractor* reports to the *Client* within 3 hours details of any serious incidents involving any person injured or killed in the site. The *Contractor* reports such incidents through

the *Client's* Airsweb 2 accident and incident reporting system (refer to S332 and link within Annex A).

Incident investigation, reporting and follow-up

- S 321.58 The *Contractor* ensures that it includes the *Client* as part of the any *Contractor's* investigation team assigned to investigate incidents that may occur.
- S 321.59 The *Contractor* provides the *Client* with reasonable access to information relating to an incident, including facilities, equipment, materials and records of the *Contractor* and the subcontractors (at any stage of remoteness from the *Client*) for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- S 321.60 The *Contractor* provides a copy of all materials related to an incident to the *Client*. Any materials that otherwise falls to be disclosed by the *Contractor* to the *Client* may be withheld by the *Contractor* provided the *Contractor's* legal advisor confirms to the *Client* that the document materials are
- a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors normally expect to be given legal privilege in the normal course of its business with the *Contractor* or
 - a confidential communication between the *Contractor* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).
- S 321.61 Investigations by the *Contractor* are undertaken by a competent person who has been trained in effective 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.
- S 321.62 Where the *Contractor* is compiling a draft incident report, the *Contractor* discusses the findings of a draft report with the *Client* prior to the production of the final draft of such a report.
- S 321.63 The *Contractor* implements applicable recommendations arising from incident investigations.

Incident Statistics

- S 321.64 The *Contractor*, if requested by the *Client*, provides detailed reports of accident and incident statistics to the *Client* in a format and at periods specified by the *Client*.

***Client* assurance of Health & Safety**

S 321.65 The *Contractor* ensures (and procures from its subcontractors (at any stage of remoteness from the *Client*)) the *Client* has unrestricted access at all reasonable times to any of the

- premises used to or supports Providing the Service,
- Equipment,
- Plant and Materials,
- Staff and
- materials including records and electronic systems

of the *Contractor* and any subcontractor (at any stage of remoteness from the *Client*), subject only to any statutory or contractual obligation prohibiting the disclosure of any such materials, to audit any or all of the *Contractor's* health and safety management systems.

S 321.66 The *Client* may notify the *Contractor* of any actual or suspected legal breaches, improvements or best practice that may relate to the *service*. This may be as a result of management system audits, inspections and scheme documentation reviews.

S 321.67 Where the *Contractor* has been notified by the *Client* of an issue, the *Contractor* corrects the situation by the date specified by the *Client*.

S 321.68 The *Client's* notification includes issues identified and outlines the outcome required. The *Contractor* takes any necessary action to rectify the issues identified.

Searches and authorised access to Task Order Areas

S 321.69 The *Contractor* consents and procures the consent of Staff to the searching by the *Client* at any time during, including while arriving or leaving the Task Order Areas, of their person or of any article, including

- any container,
- package,
- box,
- holdall,
- suitcase or
- vehicle

in the possession or use of Staff on the Task Order Areas or being retained by the *Client* on behalf of the *Contractor* or Staff.

S 321.70 Any Staff not complying or unwilling to comply with the requirements above is not permitted access to the Task Order Areas or is removed from the site.

S 322 Method statements

- S 322.1 The *Contractor* complies with the submission and acceptance requirements for Method Statements and Archaeological Method Statements contained in S201.
- S 322.2 Outline precautionary Method Statements for works in habitats suitable for great crested newt, reptiles, breeding birds, water vole and otter, and in respect of invasive non-native species are available via the link within Annex A. These templates may be used by the *Contractor* to ensure compliance with the OEMP (Table 3.2a items PW-BIO1 to PW-BIO4, PW-BIO8 and PW-BIO9).
- S 322.3 The *Contractor* prepares RAMS for all activities in accordance with health and safety legislation.
- The *Contractor* submits RAMS for the following activities to the *Client* for acceptance
- traffic management activities,
 - walkover surveys,
 - archaeological fieldwalking,
 - archaeological topographic/ earthwork survey,
 - archaeological geophysical survey,
 - archaeological trial trenching,
 - geoarchaeological investigation,
 - archaeological excavation,
 - archaeological strip, map and sample/ record and
 - geoarchaeological mitigation

S 323 Legal requirements

- S 323.1 Health and Safety in Construction
- The *Contractor* ensures that assets, including Plant and Materials, and Equipment, used to Provide the Service (including assets incorporated in to the *service*) are installed, constructed and maintained in accordance with
- good industry practice,

- manufacturer's instructions and user manuals and
- the *Client's* standards and specifications.

The *Contractor* keeps full records of the actions taken to comply with paragraph S323.1 and makes any record available for inspection by the *Client*.

S 323.2

CDM Regulation compliance

The *Contractor*:

- discharges its obligations under the CDM Regulations in compliance with any guidance issued by the HSE in respect of those Regulations and provides the *Client* with evidence of compliance,
- participates in working groups with the aim of improving health and safety management performance in relation to the following topics
 - designing for health and safety in buildability and operability and maintenance, and
 - construction health and safety improvement and
- collaborates with and supports the Preliminary Works Contractor in the performance of their duties under the CDM Regulations, including through the provision and sharing of information; co-ordination and programming of works; attendance at regular health and safety co-ordination and management meetings; development and adherence to site rules and procedures.

S 323.3

The *Contractor* adheres to the CDM Regulations.

S 324 Inspections

S 324.1

The *Client* or Principal Contractor may challenge any activity undertaken in Providing the Service where it considers there is a hazard to the safety of any person. Where challenged, the *Contractor* suspends the activity immediately and follows the processes set out in the quality plan to demonstrate the activity is safe before recommencing.

S 324.2

The *Contractor*

- ensures that it carries out a formal weekly site safety inspection (as a minimum) and documents the findings of these inspections,
- ensures that competent persons carry out the inspections,
- notifies the *Client* and Preliminary Works Contractor in advance of the date of the inspection and allows the *Client* and Preliminary Works Contractor to participate in the inspections,

- provides the *Client* and Preliminary Works Contractor with a copy of the documentation produced by the *Contractor* following the inspections within one week following the inspection and
- takes actions to ensure that the matters identified in the inspections are addressed.

S 325 Pre-Construction Information (UK specific, CDM Regulations 2015)

S 325.1 Pre-construction information is contained within the link within Annex A.

S326 Environmental requirements

- S326.1 In Providing the Service the *Contractor* complies with the *Client's* environmental strategy, (see link at Annex A) which is to invest for the long-term and capture the vision for the environment which is “a strategic road network working more harmoniously with its surroundings to deliver an improved environment”. This includes: conserve energy, water and other resources; reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- S326.2 The *Contractor* demonstrates environmental improvements in leadership and culture through accountability, capable employees and customer focused delivery.
- S326.3 The *Contractor* demonstrates recognition of health, safety and wellbeing in driving through environmental improvements which are to reduce noise pollution, improve air quality and improving resilience to flooding.
- S326.4 The *Contractor* complies with the *Client's* design vision and principles as set out in ‘The road to good design’ (see link at Annex A) “by designing an inclusive, resilient and sustainable road network”.
- S326.5 In Providing the Service the *Contractor* complies with the *Client's* Biodiversity Plan (see link at Annex A) to address the biodiversity challenges of no net loss of biodiversity by 2020 and a net biodiversity gain by 2040 which is to produce good biodiversity performance, manage the Strategic Road Network (SRN) to support biodiversity and ensure best possible biodiversity performance.
- S326.6 The *Contractor* ensures that any goods purchased by the *Contractor* on behalf of the *Client* (or those which become the property of the *Client*) comply with the relevant minimum sustainable procurement standards specified in the Government Buying Standards (see link at Annex A).

Outline Environmental Management Plan (OEMP)

S326.7 In Providing the Service the *Contractor* complies with the DCO and the OEMP where relevant to the scope of this *Contract*.

S326.8 The *Contractor* provides the following project team roles identified within table 2.1 of the OEMP:

- project manager and
- environmental manager,

In addition to these roles, the *Contractor* provides:

- project director,
- commercial manager,
- programme planner, and
- consultant archaeologist – neolithic and bronze age periods

S326.9 The *Contractor* satisfies the requirements of all items within Table 3.2a of the OEMP denoted by an (all) or (archaeology) suffix within the 'Responsible person(s)' column.

The documents identified in the OEMP to be submitted and accepted prior to Section 2 commencing are as follows:

Document / Management Plan	Reference	Agreeing Authority	Category (refer to S301.50)
Construction environmental management plan	OEMP PW-G1	the Secretary of State	1
method statements (other than archaeological method statements under PW-CH7): 1) health and wellbeing, 2) safety, 3) traffic management, 4) site security and 5) environmental issues	OEMP PW-G5	<i>Client</i>	3
Heritage management plan	OEMP PW-CH1	Wiltshire Council	2
Site specific written schemes of investigation	OEMP PW-CH3	Wiltshire Council	2
Archaeological method statements	OEMP PW-CH7	Wiltshire Council	2

Invasive non-native species (if applicable) (which must be incorporated into the CEMP)	OEMP PW-BIO1	the Secretary of State	1
Soil management strategy Includes: <ul style="list-style-type: none"> a soil resource plan (see note 1) and a soil handling strategy (see note 2) 	OEMP PW-GEO3	the Secretary of State	1

Note 1: The soil resource plan will be provided to the *Contractor* on or before the *starting date*.

Note 2: An outline soils handling strategy will be provided to the *Contractor* on the starting date.

Construction Environmental Management Plan

S326.10

DMRB IAN 183/14 (refer to Annex H) outlines the requirements of the Construction Environmental Management Plan (CEMP).

The *Contractor* consults with, and incorporates the requirements of, the consultees identified within item PW-G1 of the OEMP. The *Contractor* submits the draft CEMP to the *Client* for submission to the Secretary of State for agreement by the Secretary of State. Prior to the *Client* submission to the Secretary of State the *Client* may return the draft CEMP with comments if it is considered that

- it does not realistically reflect timing requirements, e.g. sufficient time for archaeological or Historic England requirements,
- it does not meet the requirements of the OEMP or
- it does not allow the *Contractor* to Provide the Service in accordance with the Scope.

If the Secretary of State does not agree the draft CEMP, the *Contractor* revises the CEMP to address the Secretary of State's comments and resubmits to the *Client* for re submission to the Secretary of State.

Once the Secretary of State has agreed the draft CEMP, the Contractor submits it for acceptance by the *Client*. A reason for not accepting the CEMP is that the Secretary of State has not agreed the CEMP.

S326.11

The *Contractor* reviews and updates the CEMP at regular intervals and as instructed by the *Client* to ensure that it continues to ensure the satisfactory progress of the Contract with respect to environmental management and mitigation. In preparing any material updates to the CEMP, the *Contractor* consults with, and incorporates the requirements of, the statutory and non-statutory consultees and local authority identified within item PW-G1 of the OEMP.

Handover Environmental Management Plan

S326.12

DMRB IAN 183/14 (refer to Annex H) outlines the requirements of the Handover Environmental Management Plan (HEMP).

The *Contractor* prepares a HEMP which covers the activities required to ensure the effective long-term management of environmental matters associated with the operation of the *Service*.

The *Contractor* liaises with the appropriate statutory bodies and local authorities and incorporates their requirements. The *Contractor* submits the HEMP to the *Client* for acceptance prior to implementation. A reason for not accepting a HEMP is that

- it does not allow the *Contractor* to Provide the *Service* in accordance with the *Scope* or
- it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence (EPL) or Historic England requirements.

The HEMP is submitted no later than three months prior to the Completion Date for the *service*..

Air Quality

S326.13

The *Client's* air quality strategy (see link at Annex A) sets out how it 'will ensure that all activity on our roads is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality'. This helps support government as they work to improve air quality in the UK and deliver nitrogen dioxide compliance at the roadside in the shortest time possible. The *Client* explores 'opportunities to promote the use of low emission vehicles by our supply chain' to play its part in reducing harmful pollutants.

In support, the *Contractor*

- ensures that any new vehicles purchased by it for use partly or wholly in Providing the *Service* comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards for Transport 2017, or its replacement, (see link at Annex A) and
- when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the Government Buying Standards for Transport 2017, or its replacement, can be achieved. (Report findings help inform setting standards for future highways contracts and any subsequent action by the *Contractor* helps reduce emissions of harmful pollutants when Providing the *Service*.)

S326.14 The *Contractor* manages dust, air pollution and exhaust emissions by employing Best Practicable Means, in accordance with item PW-AIR1 of the OEMP.

Site Waste Management Plans

S326.15 In order to reduce the need for waste disposal, the *Contractor* minimises the generation and environmental impacts of wastes arising during the *service* and maximises opportunities for the re-use and recovery of wastes. The *Contractor* produces and maintains a site waste management plan which complies with IAN183/14 (Environmental Management Plans) (See link at Annex H).

S326.16 The *Contractor* makes any necessary applications to the local authority or the Environment Agency, under the terms of the Waste Management Licensing Regulations 1994 (as amended), and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes. (See links at Annex A)

S326.17 No additional site waste management plan requirements or constraints.

Sustainable development requirements

S326.18 In Providing the Service the *Contractor* complies with the *Client's* sustainable development policy (see link in Annex A) which is to put sustainable development into practice by "...encouraging economic growth while protecting the environment and improving safety and quality of life", and demonstrates compliance with the ambitions of the *Client's* Development Strategy.

S326.19 The *Contractor* demonstrates cost effective investments allowing for resilience to future climate changes.

S326.20 The *Contractor* ensures it plays its part in reducing the *Client's* carbon footprint by actively managing and reducing its greenhouse gas emissions and reporting via the *Client's* carbon tool. (See link at Annex A)

S326.21 To meet the *Client's* ambitions for responsible sourcing the *Contractor* demonstrates the environmental, social, safety and legal credentials of goods and services procured in an action plan for responsible sourcing which may be based on BES 6001. This includes measures for complete traceability and transparency, legal origin, zero tolerance for bribery and corruption, and reduced environmental and social impacts during manufacture, supply and use.

S326.22 The *Contractor* ensures that the *Client's* ambitions for a circular approach to the management of resources are reflected in the way in which material resources are sourced and managed, with a particular emphasis on maximising resource efficiency, and re-using, and re-utilising resources in as high a value function as possible.

S 327 Energy efficiency

- S 327.1 The *Contractor*
- complies with the requirement of the Procurement Policy Note 07/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“**PPN 07/14**”) (see link at Annex A) and any supplementary Procurement Policy Notes in Providing the Service,
 - ensures that any new products purchased by it for use partly or wholly in Providing the Service comply with the standard products in Directive 2012/27/EU (see link at Annex A),
 - demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client’s* “circular economy” ambition as stated in the *Client’s* Sustainable Development Strategy (see link at Annex A),
 - ensures that any new products purchased by a subcontractor for use partly or wholly in the performance of its obligations under its subcontract complies with the standard for products in Directive 2012/27/EU,
 - ensures that subcontractors demonstrate to the *Contractor* how any new products purchased by the subcontractor for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14, and
 - includes requirements to the same effect in any subsubcontract (at any stage of remoteness from the *Client*).
- S 327.2 The *Contractor* demonstrates to the *Client* how any new products purchased by it for use partly or wholly in Providing the Service comply with the requirements of PPN 7/14.

S 328 Insurance

- S 328.1 The *Contractor* is required to have in place the required insurances described in the insurance table shown in Annex C.
- S 328.2 The *Contractor* discharges all its obligations under the Insurance Act 2015 (refer to Annex A) when placing, renewing, amending or maintaining any insurances required by this contract, including
- complying with the duty of fair presentation to insurers and

- taking the actions needed to protect the *Client's* separate interests where the *Client* is required to be named as an insured party.

S 329 Reporting Small and Medium Enterprises (SME's)

- S 329.1 An SME is;
- a subcontractor or
 - a subsubcontractor
- 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.
- S 329.2 For each SME employed on the *service*, the *Contractor* reports to the *Client* each quarter from the *starting date* and throughout the *service period*:
- 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 each SME in the quarter and
 - the aggregated value paid to paid to each SME since the *starting date*.
- S 329.3 The *Contractor* acknowledges that the *Client* may
- publish the information supplied in accordance with this section, along with the names of the SMEs, the *Contractor's* name and this contract name and;
 - pass this information supplied under this section to any Government Department who may then publish it along with the names of the SMEs, the *Contractor's* name and this contract name.

S 329.4 The *Contractor* ensures that the *conditions of contract* for each subcontractor who is an SME include

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

The *Contractor* further ensures that the *conditions of contract* for each subcontractor include a requirement that the *conditions of contract* for any subsubcontractor engaged by the subcontractor who is an SME include obligations substantially similar to those set out in this section.

S 330 People Strategy

S330.1 The *Contractor* assists the *Client* in the achievement of its equality, diversity and inclusion (EDI) objectives. The *Client's* objective is to embed principles of equality, diversity and inclusion into all areas of its business, driving real change in how it works with its customers and communities, its supply chain and its employees. The *Contractor* assists the *Client* in working collaboratively with its partners so that its workplaces are inclusive and the strategic road network is accessible and integrated for both its users and communities affected by works to the strategic road network.

S330.2 Within three months of the *starting date* the *Contractor* submits to the *Client* a plan to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its equality, diversity and inclusion objectives through the life of the contract.

S330.3 The *Contractor* prepares an Inclusion Action Plan in accordance with Annex I and submits it to the *Client* for acceptance in accordance with S201, within four weeks of the *starting date*.
Following acceptance, the *Contractor* Provides the *Client* with a quarterly statement of progress against the Inclusion Action Plan.
A reason for the *Client* not accepting the Inclusion Action Plan is that

- it does not demonstrate how the requirements will passed down the supply chain,
- it does not meet or evidence how the *Contractor*
 - attracts, recruits and retains a greater diversity of new entrants to the sector,
 - ensures the working culture, practice and environment is inclusive,
 - considers and understand the diverse needs of customers and neighbouring communities,
 - holds itself and the supply chain to account in delivering the plan and

- monitors and evidences year on year improvements, or
- it does not meet the aims of the equality duties contained within the Discrimination Acts and set out in S335-

The Inclusion Action Plan names an individual from the *Contractor* to act as the EDI lead to

- be responsible for ensuring the implementation, on-going development of the Inclusion Action Plan,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews and
- act as a single point of contact on all matters concerning EDI.

S330.4 The *Contractor* prepares and submits to the *Client* for acceptance, in accordance with S201, an employment and skills plan (ESP).

The employment and skills plan is comprised of four sections

- section 1 - workforce planning and development data,
- section 2 - a methodology,
- section 3 - a statement of outputs, and
- section 4 - an implementation plan.

S330.5 Section 1 covers analysis and reports on workforce planning and development data for the *Contractor's* Scope. This analysis will have

- an assessment of supply and demand capacity and capability needed to deliver the *service*,
- a forecast of annual gaps in capacity and capability for the duration of the *service*, with quarterly updates and identification of those gaps that are critical using the occupational descriptors,
- a baseline workforce diversity profile,
- an assessment of market intelligence, and
- preferred employment and skills solutions to address capacity and skills gaps.

S330.6 Section 2 describes

- how the commitments in the Quality Statement will be delivered and built on,
- how the supplier community (trade contractors, subcontractors, partners working on the contract) have been engaged in the development and their support secured for subsequent delivery of the plan, and
- how the target outputs as set out in the employment and skills plan have been identified.

S330.7 Section 3 includes a statement of all outputs to be delivered as part of the plan. As a minimum these include

- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either

- i) one (1No.) apprenticeship for every £3,000,000 (three million GBP) included in the amount payable to the *Contractor* under the contract, or
- ii) 2.5% of the total workforce forecast to be or actually engaged on the contract is on a formal apprenticeship programme, and
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the works and the context and how these will be delivered.

S330.8 In delivering on the apprenticeship targets, the *Client* is committed to increasing the diversity of the sector’s workforce and to contributing to achieving the “Transport Infrastructure Skills Strategy” (see link at Annex A) ambition for

- 20% of apprentices recruited to be female by 2020, achieving parity with the working population by 2030,
- meeting the government’s target for the number of Black, Asian and Minority Ethnic candidates undertaking apprenticeships, and
- identification and quantification of any additional outputs not scheduled in Table 1 and how these will be delivered.

S330.9

Table 1

OUTPUT TYPE, PRIORITY & DEFINITION		
Output type	Priority Area	Definition
Worklessness		
Workless job start (26 weeks sustained)	✓	a new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		a graduate job start where the candidate was previously workless
Apprenticeships		
Apprenticeship start	✓	a new employee of the <i>Contractor</i> and its suppliers throughout the tiers recruited as an apprentice into the workforce and enrolled on an approved Apprenticeship Standard relevant to the delivery of the <i>service</i> .

Existing apprenticeship	an existing member of staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
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Job Creation

Job start	a new job start for an individual recruited as a result of the contract. This could include a graduate job start (non workless).
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Educational/Career Support

Placement position	a position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
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Professional status attainment	number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at Technician, Incorporated and Chartered levels.
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Sector skills qualifications attainment	number of individuals supported to attain technical or occupational skills relevant to the delivery of the <i>service</i> at no cost the individual. This includes NVQs, Health and Safety qualifications, leadership qualifications.
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School engagement	education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry
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S330.10 The following outputs assists the *Contractor* in achieving the objective of shared training initiatives such as shared apprenticeship schemes.

S330.11 The plan includes an action plan detailing

- what actions the *Contractor* plans to take to deliver on the objectives,
- what the milestones are to complete these actions,
- when these milestones will be delivered,
- what outputs and outcomes it expects to achieve and
- who is responsible for delivering each action.

S330.12 The plan details

- how compliance will be supported, managed and monitored throughout the *Contractor* and its supplier community (contractors, suppliers throughout the tiers and partners working on the contract),
- how the effectiveness of the plan is evaluated, lessons learned, captured and shared to improve employment and skills practice across the *Contractor* for the contract and for future contracts, and
- how the *Contractor* intends to build capability to deliver inclusive recruitment.

S330.13 In relation to improving inclusive recruitment capability the plan includes

- how the *Contractor* proposes to review attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
- how the *Contractor* proposes to identify and remove existing and potential barriers, as outlined in 'Recruiting for Success' (see link at Annex A), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Contractor* or its supply chain (including recruitment/labour agencies),
- how the *Contractor* proposes to engage in outreach activity and publicise vacancies to encourage applicants from a diverse range of groups. This includes how the *Contractor* analyses the local demographic and works with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the workforce used to Provide the Service becomes increasingly reflective of the diverse communities served by the *service*,
- how the *Contractor* proposes to quantitatively and qualitatively monitor and report on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- how the *Contractor* proposes to gain external verification from a recognised inclusive recruitment specialist of the inclusiveness of its recruitment practice,
- how the *Contractor* proposes to review and support each of its subcontractors and sub-subcontractors (at any stage of remoteness

from the *Client*) to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of its respective workforces engaged in the performance of the contract and

- how the *Contractor* collaborates with the *Client* and other suppliers to effectively share good practice, learn and improve efficiency and performance in attracting and recruiting a workforce that reflects the diverse communities to be served by the *service*.

S330.14 The plan nominates an individual as employment and skills lead to

- be responsible for ensuring the implementation, on-going development of the ESP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews, and

act as a single point of contact on all matters concerning employment and skills for the *service*.

S330.15 The *Contractor* submits to the *Client* an annual report of the *Contractor's* workforce planning and development data at a time and on a template issued by the *Client*.

S330.16 The *Contractor* facilitates the *Client*, from time to time, in undertaking continuous improvement reviews of any and all information regarding the *Contractor's* progress in delivering against the provisions of employment and skills requirements including

- ensuring that its partners and subcontractors maintain and retain records relating to the employment and skills plan and their compliance with the contract,
- granting or procuring the grant of access to any
 - premises used in the *Contractor's* Providing the Service whether the *Contractor's* own premises or otherwise or
 - equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in Providing the Service, wherever situated and whether the *Contractor's* own equipment or otherwise and

complying with the *Client's* requests for access to senior personnel engaged in Providing the Service.

S330.17 The *Contractor* adheres to the ClfA Codes of Conduct (ClfA 2014) which details a *Client's* responsibility.

Skills and Apprenticeships - Overview

S 330.18 In this paragraph;

- **Contract Year** is (as the case may be) the period commencing on the *starting date* or each anniversary of the *starting date* and ending 12 months later and

- **Total Workforce** is the total number for the relevant Contract Year (calculated on a fulltime equivalent basis) of
 - the *Contractor's* direct and indirect employees,
 - subcontractor' employees and
 - agency staff

who are engaged in Providing the Service for more than 4 days in any month of the Contract Year

S 330.19 The *Contractor* delivers a number of new apprenticeships commencing in each Contract Year through this contract equating to 2.5% of the Total Workforce forecast to be or actually engaged on this contract (whichever is greater) during the relevant Contract Year, unless agreed otherwise with the *Client*.

S 330.20 The *Contractor* ensures that

- the apprenticeships meet the approved apprenticeship standards, see Apprenticeship Standards or any later revision; and
- any alternative graduate scheme has been approved as apprenticeships by the Institute of Apprenticeships.

S 330.21 The *Contractor* may agree with the *Client* that any reporting requirement under this section S330 may be undertaken in one report for all contracts between the *Client* and the *Contractor*.

Obligations

S 330.22 The *Contractor*

- from the Contract Date until the end of the *service period* identifies
 - the skills needed to Provide the Service and
 - the scope for meeting those skills needs by the development of apprentices,
- retains any apprentices for the full period of their apprenticeship unless agreed otherwise with the *Client* and
- takes reasonable steps to retain those apprentices on the *service* after the end of the *service period* of their apprenticeship unless agreed otherwise with the *Client*.

S 330.23 The *Contractor* within 30 days of, and on each anniversary of, the Contract Date submits an annual report and proposal for acceptance by the *Client*.

- recording the skills identified under paragraph S330.5 and how any shortfall in staff skills within the *Contractor* any subcontractor (at any stage of remoteness from the *Client*) will be met,
- recording the skills to be developed by apprentices and how that development will be achieved,

- identifying the retention rate for, and training delivered to, existing apprentices and
- identifying the number and type of new apprenticeships to be commenced in the first or next Contract Year having regard to
 - Transport infrastructure skills strategy: building sustainable skills and
 - the *Client's* guidance on the types of apprenticeships for projects Client Guide to apprentice recruitment together with the planned start and completion dates of any proposed apprenticeships.

S 330.24 Reasons for not accepting the report are that it does not demonstrated how the *Client*;

- complies with this contract,
- complies with any guidance issued by the *Client* or CITB,
- supports the aims of the Transport infrastructure skills, strategy: building sustainable skills or
- will successfully address any shortfall in staff skills within the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*).

S 330.25 The *Contractor* amends the annual proposal in response to any comments from the *Client* and resubmits it for acceptance. The *Contractor* complies with the annual proposal once it has been accepted.

S 330.26 The *Contractor* ensures that the *Client* is able to identify all apprentices individually appointed under the requirements of this contract and provides a rolling three-month monitoring report to the *Client* within five (5) working days of the start of each calendar month detailing performance against the annual proposal in respect of each apprentice appointed or proposed to be appointed under this contract, but who has not completed the apprenticeship, including

- number of apprenticeships to be started that month,
- actual and planned start dates for existing and proposed apprenticeships,
- postcode of workplace,
- gender,
- ethnicity,
- level of apprenticeship (1 – 8) in accordance with table S330.30 below,
- apprenticeship framework or standard,
- occupation of apprenticeship (reported against the standard)

occupational classification (SOC) codes,

- category of apprenticeship,
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.
- planned apprenticeship finish date,
- whether the apprentice is still engaged on Providing the Service and
- national insurance number.

S 330.27 The *Contractor* provides a rolling three-month monitoring report to the *Client* within five (5) working days of the start of each calendar month detailing

- performance in respect of the following for each apprentice appointed under this contract who has completed the apprenticeship, including
 - postcode of workplace,
 - gender,
 - ethnicity,
 - level of apprenticeship (1 – 8) in accordance with table S330.30 category of apprenticeship,
 - apprenticeship start date,
 - apprenticeship end of the *service period*,
 - confirmation if the apprentice is still engaged in Providing the Service and
 - national insurance number,
- the total number of apprentices that have been appointed in compliance with this contract and the total number of apprentices that are engaged in Providing the Service,
- the total number of apprentices that have been appointed in compliance with this contract but are no longer engaged in Providing the Service and
- the total number of apprentices that have been appointed in compliance with this contract but are no longer employed by the *Contractor* or a subcontractor (at any stage of remoteness from the *Client*).

S 330.28 The *Contractor* completes and submits to the *Client* within five (5) working days of the start of each calendar month the BIS apprenticeship data collection form.

S 330.29 The *Contractor*

- makes available to staff of the *Contractor* and any subcontractor (at any stage of remoteness from the *Client*) information about the Government's apprenticeship programme and wider skills opportunities and
- uses reasonable endeavours to provide work experience placements for 14 to 16-year olds, work experience placements for other ages, student sandwich/gap year placements and graduate placements in relation to this contract.

S 330.30 **Description of apprenticeship levels**

Apprenticeship type	National qualification level	National qualification equivalent	Higher education equivalent
	Entry	Entry level certificate	
	1	GCSE (grade D to G)	
Intermediate	2	GSCE (A* to C)	
Advanced	3	AS and A level NVW level 3	
Higher	4	Certificate of Higher Education NVQ level 4	Certificate of Higher Education. Higher National Certificate.
	5	Higher National Diploma. NVW level 4	Higher National Diploma. Foundation Degree.
	6	NVQ level 4	Bachelor's Degree
	7	Postgraduate Diploma. NVQ level 5	Master's Degree
	8	NVQ level 5	PhD

S 331 Data Protection

S 331.1 Definitions:

- **Data** is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of the contract, and actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
- **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- **Data Protection Legislation** is:
 - i. the General Data Protection Regulation (EU2016/679)
 - ii. the LED (Law Enforcement Directive (Directive (EU) 2016/680)
 - iii. the Data Protection Act 2018 and
 - iv. any other data protection laws and regulations applicable in England and Wales.
- **Data Subject** is an individual who is the subject of Personal Data
- **Data Subject Request** is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- **EEA** is the European Economic Area.
- **Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing.
- **Personal Data** is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
- **Protective Measures** are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.

- **Security Incident** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.
- **Sub-Processor** is a third party (including Associated Company) engaged by the *Contractor* to process Data.
- **Supervisory Authority** is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

- S 331.2 For the purposes of this contract and the Data Protection Legislation:
- for the purposes of this section only the *Client* is the Controller, and
 - the *Contractor* is the Processor [unless otherwise specified in Annex D] and
 - this section and Annex D (data protection) together constitute a data processing agreement where required by the Data Protection Legislation.
- S 331.3 The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.
- S 331.4 The *Contractor* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('**PPN 02/18**') or any later revision (see link at Annex A) and any related supplementary Procurement Policy Notes in Providing the Service.
- S 331.5 The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.
- S 331.6 The *Contractor* obtains and maintains until the end of the *service period* all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.
- S 331.7 The *Contractor* only processes Data to the extent it relates to;
- the types of Data,
 - the categories of Data Subject and
 - the nature and purpose
- Set out in Annex D (data protection) and only for the duration specified in Annex D (data protection)
- S 331.8 Without prejudice to paragraph S331.3 the *Contractor* processes the Data only in accordance with the instructions of the *Client* unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is

subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.

S 331.9 The *Contractor* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.

S 331.10 The *Contractor* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing

- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects

S 331.11 The *Contractor* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.

S 331.12 The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in S302 (Confidentiality) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Legislation.

S 331.13 The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.

S 331.14 Where the *Contractor* obtains or collects Personal Data on behalf of the *Client*, the *Contractor*

- provides to Data Subjects a data protection notice in a form accepted by the *Client*, informing the Data Subject of the identity of the *Client*, the identify of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and

where applicable, obtains all necessary consents for the processing of Data.

- S 331.15 On request, the *Contractor*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including;
- the provision of access to, and information relating to, Data,
 - the rectification of inaccurate Data,
 - the permanent erasure of Data
 - the restriction of processing of Data,
 - the provision of a copy of Data in machine readable format, and
 - the transfer of Data to a third party.
- S 331.16 The *Contractor* immediately notifies the *Client* if it receives
- a Data Subject Request (or purported Data Subject Request);
 - a complaint or request relating to the *Client*'s obligations under the Data Protection Legislation, or
 - a request from any Supervisory Authority for assistance or information, unless provided by relevant law.
- S 331.17 The *Contractor* assists and co-operates with the *Client* in relation to any complaint or request received, including
- providing full details of the complaint or request
 - complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
 - promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.
- S 331.18 The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Contractor*
- Provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
 - Complies with the instructions of the *Client*.
- S 331.19 The *Contractor* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.

- S 331.20 The *Contractor* notifies the *Client* within 24 hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible.
- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned.
 - the likely consequences of the breach and
 - the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects [including those outlined in PPN 02/18].
- S 331.21 In the event of a Security Incident, the *Contractor* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.
- S 331.22 On request (but not more than once in any 12 month period) the *Contractor* provides to the *Client* all necessary information to demonstrate the *Contractor's* compliance with this section.
- S 331.23 The *Contractor* promptly provides assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to
- security of processing,
 - preparation of any necessary Data Protection Impact Assessments and
 - undertaking any necessary data protection consultations.
- S 331.24 The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Client*, including:
- the information described in paragraph S331.7 of this section
 - the different types of processing carried out (if applicable),
 - any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
 - a description of the technical and organisation security measures referred to in paragraph S331.10 of this section.
- The *Contractor* makes these records available to the *Client* promptly on request.
- S 331.25 The *Contractor* does not engage any Sub-Processor without the prior consent of the *Client*.

- S 331.26 Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must:
- notify the Controller in writing of the intended Sub-Processor and processing,
 - obtain the written consent of the Controller,
 - enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor, and
 - provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
- S 331.27 The Processor will remain fully liable for all acts or omissions of any of its Sub-Processors.
- S 331.28 The Controller may, at any time on not less than 30 working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which applies when incorporated by attachment to this agreement).
- S 331.29 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- S 331.30 Each Party designates its own data protection officer if required by the Data Protection Legislation.
- S 331.31 Where the Parties include two or more Joint Controllers as identified in Annex D those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex D in replacement of Clauses 8, 9, 15, 16, 22, 23, 25, 26, 27, 28, 29, 30 for the Personal Data under Joint Control.
- S 331.32 If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the *law of the contract* does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.
- S 331.33 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.
- Disclosure of information**
- S 331.34 The *Contractor* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* 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 *Client* consults with the *Contractor* before doing so in accordance with the relevant Code

of Practice. The *Contractor* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether or not such information should be disclosed.

- S 331.35 When requested to do so by the *Client*, the *Contractor* promptly provides information in its possession relating to the contract and assists and so-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.
- S 331.36 The *Contractor* promptly passes any Disclosure Request which it receives to the *Client*. The *Contractor* does not respond directly to a Disclosure Request unless instructed to do so by the *Client*.
- S 331.37 A Disclosure Request is a request for information relating to the contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.
- S 331.38 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract acts 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**”), (see Link at Annex A) except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision.
- S 331.39 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service’s guidance note entitled “Publication of Central Government Tenders and Contracts” dated November 2017 (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 *Client* consults with the *Contractor* before deciding whether information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates with and assists the *Client* and *Client* to publish the contract in accordance with the *Client*'s obligation.
- S 331.40 The *Contractor*
- co-operates with and assists the *Client* to enable the *Client* to comply with its obligation to publish information in accordance with PPN 01/17 or any later revision,
 - agrees with the *Client* a schedule for the release to the public of information relating to the contract by the *Client* in accordance with the terms of the PPN,
 - provides information to assist the *Client* in responding to queries from the public as required by the PPN and requested by the *Client*, and

- supplies the *Client* with financial data relating to the contract in the form and at the times specified in the PPN.

S 331.41 Any public engagement or outreach, or communications to media about archaeological fieldwork and its results will not be undertaken without the *Client's* approval.

S 332 Information Systems and Security

S 332.1 Information Systems

The *Contractor* complies with the *Client's* information systems requirements.

S 332.2 General Requirements

The *Contractor* uses the *following Client* information systems in Providing the Service.

- CEMAR,
- Xactium,
- Primavera P6,
- AirsWeb 2,
- Microsoft Office 365
- Customer Relationship Manager (CRM)

The *Client* provides training on CEMAR, Xactium, Primavera P6, Airsweb 2 and CRM for the *Contractor's* Staff. Refer to S322.11.

S 332.3 CEMAR

CEMAR provides management of all NEC4 contract communications.

S 332.4 XACTIUM¹

All risk data is updated on Xactium in accordance with the Xactium user guide.

S 332.5 Primavera P6²

Primavera P6 provides management of programming and activity scheduling.

¹ The *Client* has Xactium as its enterprise wide risk management system to record and update all risk data within the *Client's* organization; The *Client's* Major Projects Directorate provides first line support for Xactium and coordinates any escalation with Xactium support.

² The *Client* owns and operates its own instance of Primavera P6; Major Projects provides 1st line support for P6 and coordinates any escalation with Oracle.

- S 332.6 AirsWeb 2³
AirsWeb 2 provides Health & Safety Incident reporting.
- S 332.7 Microsoft Office 365
The A303 Stonehenge Office 365 platform is used for the following services
- email and calendaring,
 - collaborative authoring for work in progress and document assurance,
 - file management for work in progress,
 - instant messaging,
 - video conferencing,
 - document management,
 - workflow automation via MS Flow and PowerApps and
 - reporting and dashboards via PowerBI.
- The *Client* provides administration for
- Microsoft Office 365 user accounts, roles, permissions,
 - security for the tenancy and
 - all Microsoft Office 365 components
- Microsoft SharePoint for document and records management is to be trialled in accordance with the *Client's* Major Projects Document Management Manual (Refer to Annex A).
- Customer Relationship Management
- S 332.8 The *Client* operates a system called Customer Relationship Management (CRM) for managing all stakeholder and customer correspondence, using MS Dynamics 365. The *Contractor* uses the *Client's* CRM tool in managing all stakeholder and customer correspondence.
- S332.9 The *Contractor* liaises with the *Client* to ensure that appropriate staff receives CRM training. Refer to S332.12
- S332.10 Data reporting and analytics platform (Data Hub)
The *Client* uses a data reporting and analytics platform (Data Hub) to provide scheme management reporting and data analysis. The *Contractor* provides data to populate the Data Hub.
- The Data Hub
- provides an automated reporting platform to provide live reports via

³ The *Client* owns and operates AirsWeb; providing first line support and coordinating any escalation with AirsWeb.

dashboards,

- is generated automatically from the data source where possible via an Application Programme Interface (API),
- incorporates third party data, where available, which may contribute to any project data and
- incorporates any data sources at the request of the *Client*.

The data analysis is used for

- project risk identification including: health and safety risks, *Plan* risks, and design risks,
- Scheme Specific Performance Measures (SSPMs) reporting as specified in the Performance Incentive Manual,
- project reporting requirements as specified in Volume 2 – Part 08, and
- analytics reporting requirements from the *Client*.

The Data Hub uses the Microsoft Azure Data Platform.

Training

S332.11 The *Client* provides training for all systems listed in S332.

S332.12 The *Contractor* proposes a list of appropriate staff to be trained for each requirement during section 1 of the *service* for acceptance by the *Client*. Reasons for not accepting the proposal are that it does not provide sufficient resilience in Staff resources or the numbers proposed are considered excessive.

The *Contractor* liaises with the *Client* to programme the training to optimise efficiencies.

S332.13 Additional training required for the *Client* or Others at Completion, handover, etc. are specified elsewhere within the Scope.

Information Security

S 332.14 The *Contractor* prepares a robust information security plan complying with the *Client's* security policy and submits it to the *Client* for acceptance, in accordance with S201. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which,

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data and
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data, protect IT systems from viruses and similar threats and provide for the vetting of its

employees and subcontractors' staff in accordance with the *Client's* staff vetting procedures.

A reason for not accepting the plan is that

- it has insufficient detail or
- is not compliant with the Scope.

S 332.15 The *Contractor* provides training for its Staff in accordance with the security plan.

S 332.16 The *Client's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08 (refer to Annex A). Refer to the link within Annex A for the *Client's* personnel security procedures.

S 332.17 At the end of the *service period* or earlier termination of the *Contractor's* obligation to Provide the Service, the *Contractor* gives to the *Client* all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

S 333 Contractor's premises, access and storage to Client's data

S 333.1 In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with HMG Security Policy Framework (SPF) dated May 2018 and the Highways England Information Security Data Security Standard, or any later revision or replacement.

S 333.2 The *Contractor* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications dated May 2018 (or any later revision or replacement);

- offshore or;
- in any way that it could be accessed from an offshore location

until the *Client* has confirmed to the *Contractor* that either

- the *Client* has gained approval for such storage in accordance with the Highways England Information Security Data Security Standard (or any later revision or replacement) or
- such approval is not required.

S 333.3 The *Contractor* ensures that no offshore premises are used in Providing the Service until

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

- S 333.4 The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to
- gain approval for storing data or allowing access to data from an offshore location in accordance with S333.2 or
 - conduct a Risk Assessment for any premises in accordance with S333.3
- S 333.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.
- S 333.6 A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 334 Conflict of Interest

- S 334.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise
- S 334.2 The *Contractor* notifies his employees and subcontractors (at any stage of remoteness from the *Client*), and ensures any subcontractor (at any stage of remoteness from the *Client*) informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *service*.
- S 334.3 The *Contractor* ensures that any employee and that any subcontractor (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form set out in E. The *Contractor* issues to the *Client* any completed declaration of interests and conflict of interests.
- S 334.4 The *Contractor*;
- ensures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise and
 - immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.
- S 334.5 If the *Contractor* or subcontractor (at any stage of remoteness from the *Client*) notifies the *Client*, the *Client* may
- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,

- require the *Contractor* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

S 334.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Contractor* complies with the proposal once it has been accepted.

- any step taken under this condition is not a compensation event.
- A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

S 335 Discrimination, Bullying & Harassment

S 335.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 335.2 In Providing the Service, the *Contractor* co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation,
- advance equality of opportunity between different groups and
- foster good relations between different groups.

S 335.3 Where any *Contractor's* employee or subcontractor, and its employees (at any stage of remoteness from the *Client*), is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Contractor* ensures that each such employee or subcontractor, and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice relating to discrimination and equal opportunities (refer to link at Annex A)

S 335.4 The *Contractor* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and

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

- co-operates fully and promptly with the investigatory body, court or tribunal.
- S 335.5 The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client*) also comply.
- S 335.6 The *Contractor* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- S 335.7 The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Client* no later than 1st August each year an annual
- slavery and human trafficking report,
 - transparency statement and
 - a risk register with mitigating actions
- which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- S 335.8 The *Contractor* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.
- S 335.9 The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.
- S 335.10 The *Contractor* complies (and ensures that any *subcontractor* complies) with the *Client's* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client*) at any location relevant to the performance of the Service is undesirable or in breach of the *Client's* policies, the *Client* instructs the *Contractor* to implement corrective action.
- S 335.11 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, contains provisions to the same effect as this section. The *Contractor*, may propose to the *Client*, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service*, does not comply with the requirements of this section S335. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section S335

in the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist its consideration. If agreed by the *Client*, the *Contractor* is relieved from including some or all of the requirements of this section S335 in the specific contract.

S 335.12 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 336 Euro Functionality

S 336.1 The *Contractor* Provides the Service in such a way that the *service*

- would not be prejudiced by the implementation of the Euro,
- complies with all legal requirements applicable to the Euro in the United Kingdom, including, but without limitation, the rules on conversion and rounding set out in the EC Regulation 1103/97,
- are capable of utilising all symbols and codes adopted by the EU Commission in relation to the Euro and
- are in accordance with the *Client's* requirements both for Sterling and for the Euro.

S 337 Intellectual Property Rights (IPR)

S337.1 The *Contractor* acquires no rights over material prepared for the design of the *service*.

S337.2 The *Contractor* may use such material only for the purpose of Providing the Service.

S 337.3 In the contract

“*Contractor* Background IPR” is IPR owned by the *Contractor* or a third party before the Contract Date or created by the *Contractor* or a third party independently of the contract, which in each case is or will be used

- before the *defects date* to Provide the Service and
- for the maintenance, operation and modification of the *service*.

S 337.4 The *Contractor* grants to the *Client* (or, where the *Contractor* Background IPR is owned or created by a third party, procures that the third party grants to the *Client*) licences to use, modify and develop the *Contractor's* *Contractor* Background IPR for any purpose relating to the *service* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or

function.

S 336.5 The *Contractor* procures a direct grant of a licence to the *Client* to use, modify and develop any third party's *Contractor* Background IPR for any purpose relating to the *service* (or substantially equivalent services), its maintenance, operation, modification and for any purpose relating to the exercise of the *Client's* business or function.

S 336.6 The *Client* does not acquire any ownership right, title or interest in or to the *Contractor* Background IPR.

S 338 Escrow

S 338.1 In the event of the *Contractor* ceasing trading, the *Client* may require design and manufacturing details of the product. To enable this, the relevant details should be held in escrow for the duration of the *service*.

S 338.2 The escrow account will be [Single Licensee Agreement/Multi Licensee Agreement/SaaS Assured Agreement/Holding Agreement] with the level of protection being [Integrity Test/Virtual Machine Deposit/Verification] based upon the escrow services provided by NCC Group. The *Client* will accept alternative escrow providers that give the required level of protection to the *Client*.

S 338.3 *Contractors* can contact the account manager at NCC Group for detailed advice:

Paul Allen

Department for Transport & Executive Agencies Account Manager

NCC Group

Manchester Technology Centre Oxford Road

Manchester, M1 7EF

Tel: +44 (0)161 209 5147

Mobile: +44 (0) 773 603 1060

Email: paul.allen@nccgroup.trust

S 339 Category Management

S 339.1 The *Client's* existing category management contracts, and any new category management contracts awarded during the term of the contract, are mandated for use by the *Contractor* in Providing the Service. If required by the *Client*, the *Contractor* enters into an appropriate confidentiality

- agreement in relation to the operation of the category management contracts.
- S 339.2 The *Contractor* enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Service where a Category Purchase Agreement exists.
- S 339.3 The conditions of contract between the *Contractor* and a Category Supplier are those set out in the category purchase agreement and the *Contractor* does not change them unless the *Client* agrees.
- S 339.4 The *Contractor* liaises with the *Client* to identify and plan a programme that allows a category supplier's procurement and associated governance procedures to be incorporated within the Plan.
- S 339.5 The *Contractor* manages the process for entering into a contract with a Category Supplier in accordance with the CM guidance (See Annex M and N) - for the relevant Category Purchase Agreement.
- S 339.6 The *Contractor* provides full visibility to the *Client* of the process for entering into a contract with a Category Supplier.
- S 339.7 Not used
- S 339.8 The *Contractor* co-operates with the *Client* and Others (any other suppliers who enter into contracts with a Category Supplier) in forecasting demand for materials, works or services related to a Category Purchase Agreement.
- S 339.9 The *Contractor* remains responsible for Providing the Service and for the quality of any materials, works or services supplied by a Category Supplier as if it had supplied them itself.
- S 339.10 The *Contractor* ensures that a subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Service.
- S 339.11 The *Contractor* ensures that the *conditions of contract* between the subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the subcontractor does not change them unless the *Client* agrees.
- S 339.12 The *Contractor* provides feedback and advice to the *Client* to help maximise the value for money obtained from the *Client's* category management contracts and processes.
- S 339.13 The list of categories is contained in CM Framework information (see link at Annex A).
- S 339.14 Prior to entering into a contract with a Category Supplier, the *Contractor* may request the *Client's* agreement to use an alternative supplier. The *Contractor* produces a business case that identifies the additional value and efficiency (including health, safety and wellbeing) over that of the Category Purchase Agreement and how it will deliver and

demonstrate this additional value and efficiency and

the necessary changes to the quality statement to enable the *Contractor* to deliver and demonstrate the additional value and efficiency over that of the Category Purchase Agreement

for the agreement of the Client.

If the business case is agreed by the *Client*, the Quality Statement is amended. The *Contractor* revises the quality plan in accordance with the contract.

S 350 Quality Management

S 351 Quality Management System

S 351.1 The *Contractor* complies with and operates management systems as follows

- a health and safety management system complying with OHSAS 18001 or its replacement,
- a quality management system complying with ISO 9001 and BSPD/ CEN/TS 16880,
- an environmental management system complying with ISO 14001 and
- a collaboration framework complying with ISO 44001 (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships).

S 351.2 The *Contractor* implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.

S 351.3 Where a body certifies a management system, the *Contractor* obtains certification from the relevant body within 6 weeks of the Contract Date and submits to the *Client* a copy of each certificate within one week after it is obtained.

NB See cross reference to paragraph S360 (Continual Improvement and Lean)

S 351.4 The *Contractor* abides by the quality assurance processes set out in the standard and guidance documents produced by ClfA. The *Contractor* adheres to ClfA's Code of Conduct (ClfA 2014).

S 352 Quality plan

- S 352.1 The *Contractor* prepares the quality plan for acceptance in accordance with S201, within two weeks of the *starting date*.
- S 352.2 The quality plan incorporates the quality statement (produced at the tender stage) and is sufficiently detailed to demonstrate how the *Contractor* achieves each of the commitments in the quality statement and meet the *Client's* objectives for the contract.
- S 352.3 A reason for not accepting the quality plan is that it does not comply with the requirements of the contract. Following such notification, the *Contractor* reviews the quality plan and reports to the *Client* setting out its proposed changes. If the *Client* accepts the proposals, the quality plan is changed. If the proposed changes are not accepted, the *Client* informs the *Contractor* of the aspects of the quality plan that are not acceptable, and the *Contractor* updates the quality plan for acceptance within one week.
- S 352.4 The *Contractor* keeps a controlled copy of the quality plan available for inspection at all times by the *Client* and their representatives.

S 353 Samples

- S 353.1 Refer to S203.

S 354 Standards and procedures

- S 354.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section S201.
- S 354.2 If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed by the *Client*.

S 355 Audit, nonconformities (including “defects”) and quality management points

- S 355.1 The *Contractor* carries out a programme of internal audits in accordance with the requirements of ISO 9001.
- S 355.2 The *Client* may carry out audits of the *Contractor's* quality management system from time to time.
- S 355.3 The *Contractor* allows access at any time within working hours to any place where it or any subcontractor, (at any stage of remoteness from the *Contractor*), carries out any work that relates to the contract for the *Client* (or Others, following agreement with the *Client*) to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is Providing the Service in accordance with the contract.
- S 355.4 The *Contractor* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S 355.5 Additional audits may be carried out when the number of quality management points in effect exceeds 29. Refer to Annex K
- S 355.6 The *Client* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of quality management points in effect.
- S 355.7 Following the notification of a Defect or other nonconformity the *Contractor* submits within 2 weeks to the *Client* for acceptance, a plan setting out the corrective and preventative action(s) that it proposes to take to address the nonconformity.
- S 355.8 The *Contractor* does not begin any corrective or preventative action(s) to address the nonconformity until the *Client* has accepted its proposals.
- S 355.9 Within one week of the *Contractor* submitting the proposed corrective and preventative action plan for acceptance, the *Client* either accepts the proposal or notifies the *Contractor* of its reason for not accepting it.
- A reason for not accepting the proposed action plan is that
- it does not adequately specify actions required to ensure that nonconformities do not recur,
 - it does not comply with the contract,
 - the time for completing the corrective and preventative action is unreasonable, or
 - it hinders the *Client* or Others.
- S 355.10 If the *Client* does not accept the proposed action plan, the *Contractor* submits a revised proposal to the *Client* for acceptance within one week.
- S 355.11 The *Contractor* corrects nonconformities and takes action to eliminate the

causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

- S 355.12 The *Contractor* notifies the *Client* when the proposed actions have been taken and provides with his notification verification that the defective part of the *service* has been corrected.
- S 355.13 If the *Contractor* fails to comply with its quality management system, the *Contractor* accrues quality management points from the date when the failure is identified in accordance with the quality table in Annex K The number of quality management points is reduced in accordance with the quality table.
- S 355.14 If the *Contractor* fails properly to accrue quality management points, the *Client* instructs the *Contractor* to accrue the applicable number of quality management points calculated in accordance with the quality table. The quality management points accrue on the date of the *Client*'s instruction.
- S 355.15 The *Contractor* maintains a register of the number of quality management points in effect, showing when quality management points accrue and are removed.
- S 355.16 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 356 Quality management points

- S 356.1 If at any time the number of quality management points in effect under the contract is more than 25 (refer to Annex K), the *Contractor* and the *Client* meet within one week to consider ways of reducing the number of quality management points in effect to 25 or less and to avoid accruing further quality management points.
- S 356.2 The *Contractor* submits a report to the *Client* within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Contractor* proposes to take immediately to reduce the number of quality management points in effect to 25 or less and to avoid accruing further quality management points.
- S 356.3 If the *Client* does not accept the *Contractor*'s proposals or the *Contractor* does not take the agreed actions, the *Client* serves a quality warning notice on the *Contractor*. Within one week of receipt of the quality warning notice, the *Contractor* submits a report to the *Client* setting out the actions which the *Contractor* has taken and what further or alternative actions they

propose to take to reduce the number of quality management points in effect to 25 or less.

S 356.4 Until the number of quality management points in effect is reduced to 25 or less, the *Contractor* takes the actions detailed in his reports and submits weekly update reports to the *Client* setting out the actions taken, the results of those actions and the actions which are still to be taken by him.

S 356.5 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 357 Performance measurement

S 357.1 The *Client* uses the current version of the Collaborative Performance Framework (CPF) in order to actively measure the *Contractor's* performance and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.

S 357.2 The *Contractor* records performance against each of the indicators in the CPF and assists the *Client* in the development of this measurement framework by proposing and developing ways in which improvements can be made to the Framework. No changes are implemented unless agreed by the *Client*.

S 357.3 The scores recorded by the *Contractor* against each CPF indicator are submitted to the *Client's* Commercial Services Division inbox (CommercialIntelligence@highwaysengland.co.uk) no later than working day 7 for schemes up to and including PCF stage 5 and working day 10 for schemes in PCF stages 6 and 7. Working day 0 is the last working day of the month. The first CPF covers months 1-3 from the starting date, and are thereafter submitted quarterly.

S 358 Performance Review

S 358.1 The *Contractor* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client*.

S 358.2 The following is treated as a substantial failure by the *Contractor* to comply with his obligations

the *Contractor's* performance as measured in accordance with the current edition of the *Client's* Collaborative Performance Framework (or any replacement for it) is below the failure level.

S 358.3 The *Client* leads additional annual reviews to assess all aspects of

Contractor performance and trends in Performance Indicators (PIs).

S 359 Staff Performance

- S 359.1 The *Contractor* promotes individual improvement of its Staff which may include employees of
- the *Contractor*,
 - any subcontractor (at any stage of remoteness from the Client) or
 - any supplier of the *Contractor*,
- through mentoring, coaching and training
- S 359.2 The *Contractor* works with its staff to set individual objectives and targets that are aligned with the requirements of the *service*.

S 360 Continual improvement / LEAN

- S 360.1 The *Contractor* operates processes for delivering innovation and continual improvement / lean following the guidance in ISO 9004 (see link at Annex A) and set out in the continual improvement / lean procedure (see link at Annex A).
- S 360.2 The *Contractor* measures its adoption of a continual improvement/lean culture using the Highways England Lean Maturity Assessment (HELMA) tool (see Annex A).
- S 360.3 The *Contractor* adopts any existing techniques and technologies that enhances the quality of the design of archaeological investigation and mitigation in order to extract the maximum amount of information from a relative minimum of intrusive intervention.
- The same available methods are utilised to enhance the results extrapolated from archaeological hand-excavation and recording of features. The same opportunities are utilised in the processing and analysis of artefactual material in the laboratory work running in parallel with and after the periods of archaeological fieldwork.

S 400 Requirements for the Contractor's plan

S 401 Plan

- S 401.1 The *Contractor* provides the plan in accordance with S402 & S403.
The plan includes programmes, documents, schedules, narrative, resource information and costs to Provide the Service.

S 402 Information to be shown on the plan

- S 402.1 The *Contractor* produces and supplies to the *Client* a detailed plan, in Primavera P6 format, identifying all key milestones, the critical path, statutory process milestones, start of *service*, site phase durations and batch / area completion dates (ref. to paragraph 301.3).
This becomes the baseline plan when accepted by the *Client* and includes the following key milestones as a minimum.

Activity Code	Activity Name	Milestone to be shown on project Plan	
		At all times	In PCF stage
PCF stage 5			
S5-007	Issue Notice(s) to Treat and Notice(s) to Enter (28 days) or GVD		yes
S5-008	PCF stage gate assessment review 5 – construction preparation Section 1 Pre-commencement phase of archaeological mitigation	yes	
PCF stage 6			
S6-002	PCF stage gate assessment review 6 – Construction		yes
S6-003	Start of <i>service</i> Commencement of section 2 mitigation works with community archaeology element	yes	
	Completion of Section 2 mitigation works	yes	
	Commencement of Section 3 testing, residual archaeological mitigation and PACE activities	yes	
S6-004	Road open to the public Archaeological post-excavation continues	yes	
PCF stage 7			

S7-001	Project finish		yes
S7-002	Project close-out		yes
S7-003	PCF stage gate assessment review 7 – handover Final submissions of archaeological reports, publication and archiving		yes

S 402.2 All plans are submitted for acceptance in accordance with S201.28 and S201.29 and are to include the information listed in the Planning & Scheduling Appendices Handbook together with the following information:

- the dates when the *Contractor* plans to submit any of the design required by the Scope,
- the dates from the *Contractor's* procurement schedule when any key items of Plant and Materials and Equipment are required at a Task Order Area,
- all major milestones to Completion of the *service*; the agreed dates when materials are submitted for acceptance by the *Client*, in respect of design or third-party consents,
- details of all consents, permits and licenses development, submission and acceptance, including
 - the dates when the *Contractor's* consent submissions are made and
 - the dates when all necessary acceptances and consents from the *Client* or Others are required, allowing sufficient time for each stage of the development, submission, and acceptance process, in accordance with the requirements of the Scope, and allowances for resubmission
- the agreed dates when, to Provide the Service in accordance with the plan, the *Contractor* requires information to be provided by the *Client* or Others;
- the dates of submission of any quality plans,
- the dates of submission of any safety plans,
- the dates of submission for acceptance by the *Client* of the *Contractor's* safe systems of work, together with the *Client's* acceptance periods (in accordance with the requirements of the Scope),

- the dates of submission of any design materials; and any other deliverables required by the contract
- details of any 3rd party interfaces - submissions development, submission and acceptances allowing sufficient time for each stage of the process and allowances for resubmission

A reason for not accepting the plan is that

- it contains insufficient detail or
- it does not comply with the Scope.

S 402.3 All plan activities are to be logically linked in-order to maintain the integrity of the critical path, and float calculations. The plan start activity does not require a predecessor, and the final activity, does not require a successor.

S 402.4 A plan for acceptance is to be developed with a work breakdown structure (WBS) provided by the *Client*. The structure of the WBS is not be altered without prior agreement of the *Client*.

S 402.5 The *Contractor* supplies a reference document which defines the scope of work represented by each element within the provided WBS (to the lowest level within the WBS).

S 402.6 The activity ID numbering system, activity codes and project calendars, including a summary of statutory holidays applied to calendars for each year of the contract is set within the Planning & Scheduling Appendices Handbook

S 402.7 The Primavera calendars are set in days, and no activity exceeds a 14-calendar day duration unless agreed with the *Client*.

S 402.8 In preparing the plan for acceptance the *Contractor* complies with the following:

- the prices are loaded by the *Contractor* onto a sufficient quantity of activities as to allow a detailed planned value baseline curve to be created by the *Contractor* for the purpose of earned value analysis,
- a clearly identified critical path from the *Service* starting date to the end date,
- the schedule is to identify sub critical paths of 10 days float, or less, to the critical path,
- contractually agreed key dates and the completion date for each section of the *service* are represented,
- the requirements of the conditions of contract are complied with interfaces with other works controlled by the Client and that they are represented as one milestone at the end of a string of activities to be delivered by others to allow co- ordination and integration with

the *Contractor's* works,

- actual progress achieved on each operation activity and affect upon remaining work,
- effects of implemented compensation events and
- how *Contractor* plans to mitigate delays, correct notified defects & any other changes that *Contractor* proposes to make.

S 402.9 All plan submissions are clearly titled, numbered and dated, with the plan data date clearly visible within the gantt chart. Layout is as per supplied WBS which aligns with the Planning & Scheduling Appendices Handbook reporting requirements.

S402.10 If the number of any activities of a repetitive or multiple nature is such that there is a risk of causing confusion by including them in the plan, the *Contractor* may present details of such activities in a tabular format subject to having obtained the prior consent of the *Client*. The format provides cross-references to the plan by way of activity identification numbers, to enable reconciliation with the remainder of the plan. When the relevant plan has been accepted, such details become part of the accepted plan.

S 402.11 The *Contractor* submits a plan for acceptance in the following format:

- the full plan in logical linked gantt chart form clearly showing the critical path(s), all activity early start dates, late start dates and total float, in hard copy and .pdf electronic file format; and
- the full plan Primavera .xer file,.xml file and .plf (primavera layout) files by electronic data transfer. The export format of the .xer and .xml files is to be advised by the *Client*, to ensure compatibility with the current version of the *Client's* Primavera enterprise system. The change log is submitted with the data files and any changes to calendars particularly noted.

Contractor's Summary Schedule

S 402.12 The *Contractor* submits a summary schedule, in a format accepted by the *Client*, with each plan submitted for acceptance. The summary schedule is used as the basis for developing and reporting contract schedules to management and key stakeholders from initiation through all project completion phases. The summary schedule is developed in time-scaled format with typically not more than 200 activities and contained on 1-2 sheets of A3 size. The summary schedule highlights the critical path, major milestone events and events important to the overall management of the *service*

Reasons for not accepting the summary schedule are that it contains insufficient detail or deviates from adherence with the Scope.

- S 402.13 Summary schedule activities are related to Accepted Plan activities with the status of each summary schedule activity “rolled up” from the Accepted Plan.
- S 402.14 The summary schedule is to be produced within software to be agreed by the *Client* (Micro soft Power Bi, Microsoft Excel, or Microsoft Visio). The *Contractor’s* summary schedule will not simply be summarised primavera output.
- S 402.15 The *Contractor’s* summary schedule is to be submitted in hard copy and .pdf electronic file format.
- S 402.16 The activity ID forms a unique identification, for activities within the *Contractor’s* plan.

Plan narrative

- S 402.17 All plans submitted by the *Contractor* for acceptance by the *Client* are to be accompanied by a plan narrative and contain the following requirements:
- format of activity descriptions including any abbreviations used,
 - staffing plan indicating total manpower required per reporting period, inclusive of subcontractors at any stage of remoteness from the *Client*,
 - list of the major construction Equipment and Plant items including types, number of units, unit capacities, the proposed time each piece will be deployed and the activities on which it will be deployed,
 - description of the production rates, man power build-ups etc used to determine the durations for key activities,
 - the activity calendars used, particularly non-standard work patterns,
 - holidays, weather windows and other non-work periods,
 - description of the critical path(s),
 - listing of key interfaces with the *Client* or others and the dates those interfaces are planned to occur; and listing of information required by the *Contractor* to meet his stated plan together with the date that information is required,
 - any variance in available aggregated time risk allowance should be identified within the plan narrative, together with reasons,
 - details of any significant changes including revisions to critical path since the previous accepted plan,
 - impact on progress,
 - details of changes to key dates, milestones, and associated float,

- list of implemented compensation events included and their impact,
- any delay mitigation measures incorporated,
- any other changes the *Contractor* has made along with a description of their impact on the accepted plan and
- changes incorporated based on comments raised by the *Client* regarding earlier accepted plans.

A reason for not accepting the plan narrative is that

- it contains insufficient detail or
- it does not comply with the Scope.

The *Contractor's* accepted plan

S 402.18 The accepted plan is to be used by the *Contractor* to direct its work by providing parameters for the more detailed implementation plans and tools such as the procurement schedule and weekly work plan. It is also used to identify and resolve schedule problems, measure the impact of compensation events and delays, assist in earned value calculations and develop recovery plans. Plans are to be developed by the *Contractor* using CPM / network analysis techniques to produce a coherent schedule that covers the entirety of the *service*.

S 402.19 The information to be included in a plan for acceptance will include the plan requirements section detailed above.

Resource and Cost Loading the Plan

S 402.20 The *Contractor* ensures that the plan for acceptance is fully loaded with the total of the Prices and quantities for performance measurement purposes using suitable resource profiles, agreed with the *Client*, which reflect the work detailed within each activity.

S 402.21 For the purposes of performance reporting and measurement, the accepted plan will only be adjusted by agreement between the *Contractor* and the *Client*, to reflect the effects of implemented compensation events and changes to planned work sequences. The emphasis is to establish an accurate baseline from which to measure subsequent performance.

S 403 Submitting the plan

S 403.1 The *Contractor* submits the plan for Providing the Service within six weeks of the starting date, to the *Client* for acceptance in accordance with S201.

The submission also details procedures for the establishment and revision

of plans including the responsibilities for and methods to be used to measure the actual progress achieved, and the plan for maintenance and further development of all the resource loading, in accordance with the requirements of the Scope.

This is a live document and is reviewed and up dated in collaboration with the *Client* on a 3-monthly basis.

Revised Plans

S 403.2 Revised plans submitted for acceptance include the information listed in S402 together with the following information

- change log detailing all new activities,
- changed durations,
- changed calendar assignments,
- changed dependencies and
- changed assumptions – either amended, removed or added.

S 403.3 The *Contractor* submits an updated plan in Primavera.xer, Primavera.xml as well as .pdf format on the Monday of week 1 of the *Client* reporting period with the data date in the plan set to the Sunday (beginning) of week 1.

S 403.4 Physical progress is reported and recorded (updated) on plan activities by the *Contractor* during each *Client* reporting period using physical percentage complete and activity remaining duration as the basis for 'progress status'. The *Contractor* includes in its revised plans, physical percent complete, explanation of changes, effect on the timing of the remaining work and remaining duration

S 403.5 Each four-weekly reporting period, the *Contractor* updates in his revised plan submitted for acceptance by the *Client*, the resource loading to reflect actual resources used to date and the *Contractor's* assessment of forecast price for each Task, including the impact of trends and implemented compensation events.

Weekly Work Plan

S 403.6 For each element of work in hand, the *Contractor* issues a work plan(s), no later than 0900 on Monday of each week. The Weekly Work Plan comprises a four-week rolling plan (one week look back, and three weeks look ahead) covering day to day activities. This Weekly Work Plan is in gantt chart format and is to be resource loaded with critical labour resources, Equipment, Plant and Materials by discipline. The *Contractor* uses the Weekly Work Plan to plan and schedule its work on a weekly basis.

- S 403.7 Each activity within the Weekly Work Plan is derived from and can be related back to an activity which exists within the *Contractors* accepted plan (or most recently submitted plan for review by the *Client*).
- S 403.8 The headings include safety, progress, programme, design, quality, access, environment, commercial, and issues.
- S 403.9 The Weekly Work Plan indicates the timing of all proposed hold points in the inspection and test plans identified by the *Client*, for inspection by the *Client* or by Others who have the right of inspection.
- S 403.10 There is a narrative report on each section/discipline of the works describing the progress over the week look back and planned for the three weeks look ahead and this includes design and archaeological activities
- S 403.11 The *Contractor* identifies all works planned to be completed within the previous week, at the time of production of the last Weekly Work Plan, and what has, been achieved.

The *Contractor* clearly shows any change in aggregated time risk allowance, free float and terminal float.
- S 403.12 The *Contractor* provides details of all activities planned to be started within the previous week, at the time of production of the last Weekly Work Plan, and whether they have achieved their start date. Any variance is to be identified.
- S 403.13 The *Contractor* provides reasons for not achieving any planned activity start dates. Reasons for not achieving planned activity start dates are categorised, in line with a list of categories to be agreed by the *Client* and dependent upon the stage the Project is currently within.
- S 403.14 The number of activity start dates not achieved, falling within each category, are listed, and summarised as a percentage of the total number of planned activity starts for the previous week.
- S 403.15 The data collected is used by the *Contractor* to identify any constraints which are preventing him from working to schedule. The *Contractor* provides details of all actions that he intends to take to recover any lost time.
- S 403.16 The format of the Weekly Work Plan is to be agreed by the *Client*, and the Weekly Work Plan is submitted in electronic format and hard copy.
- S 403.17 The Weekly Work Plan is discussed at a Work Plan meeting to be held at the time of issue of the Weekly Work Plan. The *Client* is to be invited to attend the Weekly Work Plan meeting. The *Client* requires the *Contractor's* staff accountable for the delivery of the *service* to present their section and account for the performance and the Weekly Work Plan

S 404 Cost information

Provision of cost information

S 404.1 A Work Breakdown Structure (WBS) incorporating a cost breakdown structure is prescribed by the *Client*. The *Contractor* submits financial information in accordance with this WBS. It is intended that the *Contractor* will report Earned Value Management (EVM) performance (see Link at Annex A) against a standard Work Breakdown Structure (WBS) specified by the *Client* (see Link at Annex A).

S 404.2 The *Contractor* provides EVM performance against a standard WBS specified by the *Client* through the provision of the 'Commercial Reporting and Monitoring System' (CRaMS) return (see Links at Annex A).

Earned Value Reporting

S 404.3 The *Contractor* provides a verified monthly electronic Commercial Reporting and Monitoring System (CRaMS) return, using the current version or any replacement, to the *Client* and Performance Intelligence team on the last working day of each reporting period, as specified by the *Client*.

S 404.4 The *Contractor* arranges for its subcontractors to make financial submissions in the same format.

Provision of Price Information

S 404.5 The outline requirements for Cost Capture are detailed below

Data to be supplied after the Contract Date includes

- a bill of quantities structured and coded to the latest Work Breakdown Structure (see Link at Annex A) with a six-column split (staff, labour, plant and materials, equipment, subcontract and other),
- resource rate build ups and schedules,
- subcontractor comparison sheets,
- full set of successful subcontractors' quotations,
- a summary of all successful subcontractors' quotations on a template provided by the *Client*,
- clause 31 programme in P6 format ".xer" (or equivalent) and in .pdf format,
- full set of drawings used to price the tender,

- completion of contract characteristics template provided by the *Client*,
- priced *Contractor's* PCF stage 5 Early Warnings Register, and
- *Contractor's* staff rate card.

- S 404.6 Data to be supplied by the *Contractor* after the Contract Date includes
- initial order values for the order placed with subcontractors, summarised against the original quotation on the template provided, and
 - final outturn costs and the value of any change events summarised by subcontractor against the original subcontract order.

Data collection system

- S404.7 The *Contractor* captures all costs within a data collection system identified by the *Client* in WBS form (see Link at Annex A) as a minimum for use on the Contract in respect of applications for payment.

- S404.8 If the *Client's* minimum requirements for the *Contractor's* data collection system are not met, the *Contractor* is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are required, to meet the *Client's* requirements.

Provision of electronic documents and data

- S 404.9 If information is to be exchanged electronically, the *Contractor* complies with the *Client's* procedures (see Link at Annex A) and the requirements in S331 and S332, for safeguarding the connection and the format of transmitted data.

- S 404.10 For non-electronic exchange of information, the *Contractor* complies with the *Client's* procedures (see Link at Annex A) for safeguarding the transmitted data.

- S 404.11 Electronically stored data is provided in a format capable of transfer to readily available equipment in general use.

S 500 Services and other things to be provided by the *Client*

S 501 Things to be provided by the *Client*

- S 501.1 If, at the *starting date*, the *Client* makes available Plant and Materials for use by the *Contractor* in Providing the Service, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Client* at Completion

unless the *Client* agrees otherwise.

S 501.2 Plant and Materials made available by *Client*:

None. The *Contractor* supplies all of their own Plant and Materials for all forms of archaeological and historic building investigation.

S 600 Property affected by the *service*

S 601 Property owned by the *Client* that is affected by the *service*

S 601.1 The extent of the *service* is shown on drawings HE551506-AMW-GEN-SW_DR-GI-00710 to HE551506-AMW-GEN-SW_DR-GI-00723 (refer to Annex A). The boundary is based on the red line boundary of the Development Consent Order but modified where the *Client* has obtained agreements from adjacent landowners to undertake specific work.

Negotiations between the *Client* and affected landowners will continue while Section 1 of the *service* is underway and access to other areas of the site may be by agreement rather than through the powers available to the *Client* through the DCO.

The *Client* updates the *Contractor* on ownership negotiations during Section 1 of the *service*.

Access to all areas of the site is coordinated by the *Client*. Refer to S301.10.

S 602 Property not owned by the *Client* that is affected by the *service*

S 602.1 Refer to S601.

Property not owned by the *Client* that is affected by the *service* includes

- land included within the DCO boundary under temporary possession and
- local roads which are the responsibility of Wiltshire Council.

S 603 Not Used

S 604 Activity in the property

S 604.1 Limitations on use of the site, including those appertaining to Solstices, are described in S301.10.

S 605 Contact information

S 605.1 Not used

S 606 Procedures for access

S 606.1 Access routes are shown on the drawing HE551506_SW_GN_000_Z (refer to Annex A).

The *Contractor* seeks access on all land in accordance with S301.10.

S 607 Minimising interface caused to the *Client* and others

S 607.1 Restrictions on Traffic Management, working hours and seasonal constraints are given in S301.

S 608 Equipment required to be included in the property affected by the *service*

S 608.1 Not used

S 700 Supplemental information

S 701 Parent Company Guarantee

S 701.1 The form of Parent Company Guarantee is set out in Annex F.
See clause Z11.

S 701.2 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in Annex F. If the entity that is to provide the

Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.

Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- is addressed to the *Client* on a full reliance basis and
- the liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability.

S 701.3 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

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

obligations of the Controller enforceable in accordance with its terms,

- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

S 702 Form of Novation

S 702.1 The forms of Novation are set out in Annex G of the Scope.
See clause Z4.

Annex A – Hyperlinks to and location of referenced documents

Reference in Scope	Document	Link
Contract Data	Highways England Operating Licence	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/431389/strategic-highways-licence.pdf
S101	Road Investment Strategy	https://www.gov.uk/government/collections/road-investment-strategy
S102	Detailed Archaeological Mitigation Strategy (DAMS)	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-001762-8.11%20(6)%20-%20Final%20Detailed%20Archaeological%20Mitigation%20Strategy%20(DAMS)%20.pdf
S102	HE551506_AMW_DR_GI_00710 to HE551506_AMW_DR_GI_00723 Heritage Batch Areas and Site Extents	See folder in E-TENDERING SYSTEM
S102	HE551506-AMW-GEN-SW_GN_000_Z-SK-CH-0035 to HE551506-AMW-GEN-SW_GN_000_Z-SK-CH-0047 Preliminary Works Site Extents and Limitations	See folder in E-TENDERING SYSTEM
S201	Overarching Written Scheme of Investigation (OWSI)	http://www.a303scientificcommittee.org.uk/images/documents/june2018/Overarching_Written_Scheme_of_Investigation_for_Archaeological_Evaluation.pdf
S201	Archaeology Evaluation Strategy Report (AESR)	http://www.a303scientificcommittee.org.uk/images/documents/june2018/A303_Archaeological_Strategy1.pdf
S201	Project Control Framework (PCF)	See folder in E-TENDERING SYSTEM [Attach latest version of PCF handbook onto e-tendering system - Compiler to check the link here and attach correct version. If in doubt please speak to the PCF team. http://share/Share/llisapi.dll?func=ll&objaction=overview&objid=61998085]

S201	The Project Control Framework Best Practice Planning and Consultation Process	http://share/Share/llisapi.dll?func=ll&objaction=overview&objid=61998085]
S207	<i>Client's</i> security check procedures	See folder in E-TENDERING SYSTEM
S208	Control of Asbestos Regulations 2012	http://www.hse.gov.uk/asbestos/regulations.htm
S208	Asbestos Reports	See folder in E-TENDERING SYSTEM
S301	Development Consent Order	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-001563-3.1(5)%20draft%20Development%20Consent%20Order.pdf
S301	Outline Environmental Management Plan (OEMP)	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-001763-6.3%20Appendix%202.2(7)%20%E2%80%93%20Outline%20Environmental%20Management%20Plan%20(OEMP)_FINAL.pdf
S301	HSE 'Provision of welfare facilities during construction work'	https://www.hse.gov.uk/pubns/cis59.htm
S301	Detailed Archaeological Mitigation Strategy (DAMS)	https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/TR010025/TR010025-001762-8.11%20(6)%20-%20Final%20Detailed%20Archaeological%20Mitigation%20Strategy%20(DAMS)%20.pdf
S301	Traffic Signs Manuals	https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/203669/traffic-signs-manual-chapter-08-part-01.pdf
S301	Roadworks a Customer View	See folder in E-TENDERING SYSTEM
S301	Major Projects Dynamic Roadworks – a vision for the future	See folder in E-TENDERING SYSTEM

S301	Major Projects Instructions	See folder in E-TENDERING SYSTEM
S302	The Official Secrets Act 1989	http://www.legislation.gov.uk/ukpga/1989/6/contents
S312	Waste Management Licensing Regulations 1994 (as amended)	http://www.legislation.gov.uk/uksi/1994/1056/contents/made
S315	Project Control Framework	See folder in E-TENDERING SYSTEM [Attach latest version of PCF handbook onto e-tendering system - Compiler to check the link here and attach correct version. If in doubt please speak to the PCF team. http://share/Share/llisapi.dll?func=ll&objaction=overview&objid=61998085]
S315	Major Project (MP) Risk Management Manual	See folder in E-TENDERING SYSTEM
S315	Xactium user guide	See folder in E-TENDERING SYSTEM
S315	<i>Client's</i> Stakeholder Engagement and Communications Strategy	See folder in E-TENDERING SYSTEM
S315	<i>Client's</i> Stakeholder Engagement and Communications Plan	See folder in E-TENDERING SYSTEM
S315	<i>Client's</i> corporate communication and branding requirements	See folder in E-TENDERING SYSTEM
S315	<i>Client's</i> visual identity specifications	See folder in E-TENDERING SYSTEM
S315	Writing with style: Highways England's tone of voice and style guide	See folder in E-TENDERING SYSTEM
S315	Social Media Visual Identity	See folder in E-TENDERING SYSTEM
S315	Social Media Policy	See folder in E-TENDERING SYSTEM
S315	<i>Client's</i> Corporate Complaints Process	See folder in E-TENDERING SYSTEM

S315	Behavioural Maturity Framework	See folder in E-TENDERING SYSTEM
S315	StART principles	<p>Assessment Guide https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/587653/StART_3_Assessment_Guide_2016_.pdf</p> <p>FAQs https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/642752/StART_Frequently_Asked_Questions_2017.pdf</p>
S315	The Trust Deed	See folder in E-TENDERING SYSTEM
S315	The Joining Deed	See folder in E-TENDERING SYSTEM
S315	PBA Tracker using the template	See folder in E-TENDERING SYSTEM
S315	Work Breakdown Structure for design and construction	See folder in E-TENDERING SYSTEM
S315	Public Contracts Regulations 2015	https://www.gov.uk/guidance/public-sector-procurement-policy#public-contracts-regulations-2015
S316	Anti-bribery and anti-fraud codes of conduct 'the Codes'	See folder in E-TENDERING SYSTEM
S321	HSE INDG382 Driving at Work and <i>Client's</i> Driving for Better Business	http://www.hse.gov.uk/roadsafety/ http://www.drivingforbetterbusiness.com/
S321	<i>Client's</i> health and safety policies, procedures, and guidance note	See folder in E-TENDERING SYSTEM
S321	Interim Advice Note 128/15C Highways England Supply Chain Health and Safety Incident Reporting	See folder in E-TENDERING SYSTEM

S321	<i>Client's</i> Chief Highway Engineer's Memorandum 415/18 Incident Reporting Standard	See folder in E-TENDERING SYSTEM
S321	<i>Client's</i> Raising the bar guidance	See folder in E-TENDERING SYSTEM
S321	Accident and Incident Reporting System	See folder in E-TENDERING SYSTEM
S322	Draft ecological Precautionary Method Statements	See folder in E-TENDERING SYSTEM
S325	Preconstruction Information	See folder in E-TENDERING SYSTEM
S326	<i>Client's</i> environmental policy and procedures	See folder in E-TENDERING SYSTEM
S326	<i>Client's</i> environmental strategy	https://www.gov.uk/government/publications/highways-england-environment-strategy
S326	The road to good design	https://www.gov.uk/government/publications/the-road-to-good-design-highways-englands-design-vision-and-principles
S326	<i>Client's</i> Biodiversity Plan	https://www.gov.uk/government/publications/biodiversity-plan
S326	Government Buying Standards	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S326	Air Quality Strategy	Air Quality Strategy
S326	Government Buying Standards transport 2017	https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017 Government Buying Standards Transport 2017
S327	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf
S327	Standard for products in Directive 2012/27/EU	http://eur-lex.europa.eu/eli/dir/2012/27/oj

S327	<i>Client's</i> Sustainable Development Strategy	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/605079/Sustainable_Development_Strategy_6.pdf
S328	Insurance Act 2015	http://www.legislation.gov.uk/ukpga/2015/4/contents/enacted
S330	Transport Infrastructure Skills Strategy	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf
S331	Procurement Policy Note 02/18 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18')	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/708836/18.docx.pdf
S332	<i>Client's</i> Major Projects Document Management Manual	See folder in E-TENDERING SYSTEM
S332	Statement of Highways England's IT security policy	See folder in E-TENDERING SYSTEM
S332	<i>Client's</i> personnel security procedures	See folder in E-TENDERING SYSTEM
S334	<i>Client's</i> employment policies and codes of practice relating to discrimination and equal opportunities	See folder in E-TENDERING SYSTEM
S830	Commercial Reporting and Monitoring System'	https://supplychainportal.highways.gov.uk/commpperf/SitePages/Home.aspx
S830	Earned value management performance requirements*	https://supplychainportal.highwaysengland.co.uk/commpperf/SitePages/Home.aspx
Annex B – 1.1.1	Security Policy 3	https://webarchive.nationalarchives.gov.uk/+http://www.cabinetoffice.gov.uk/spf/sp3_ps.aspx

Annex B – 1.1.1	HMG Security Policy Framework version 1.1 – May 2018	https://www.gov.uk/government/publications/security-policy-framework
Annex B – 1.1.2 & 1.2.3	Cabinet Office Website	https://www.gov.uk/government/publications/security-policy-framework
Annex B – 1.3.2	Security Team email	securityteam@highwaysengland.co.uk
Annex B – 2.2.1	HMG Baseline Personnel Security Standard v6.0 - May 2018	https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
Annex B – 2.2.3	Part II – The Verification Process of the HMG Baseline Personnel Security Standard (BPSS)	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Annex B – 2.4.3	Equality Act 2010	http://www.legislation.gov.uk/ukpga/2010/15/contents
Annex B – 2.6.2	Rehabilitation of Offender Act 1974	http://www.legislation.gov.uk/ukpga/1974/53
Annex B – 2.6.3	Disclosure and Barring Service	https://www.gov.uk/government/organisations/disclosure-and-barring-service/about
Annex B – 2.7.1	Part IV – Post Verification Process of the HMG BPSS	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf
Annex B – 2.9.3	List X	https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors
Annex B – 5.1.2	BPSS Form and guidance	https://highways.sharepoint.com/WayWeWork/Pages/security-approve-people-and-issue-photo-pass.aspx
Appendix A to Annex B - Introduction	IT Security Advice Team	ITSecurityAdvice@highwaysengland.co.uk

Appendix A to Annex B, BPSS Form, Section 2, para. 2.2	UK Visas and Immigration's "Right to Work" acceptable documents and guidance	Guidance and acceptable documents: https://www.gov.uk/government/publications/right-to-work-checks-employers-guide
Appendix A to Annex B, BPSS Form, Section 4, para. 4.1	Scotland or Northern Ireland criminal record check process	https://www.gov.uk/request-copy-criminal-record
Appendix A to Annex B, BPSS Form, Guidance Notes, Annex A, General Notes	Highways England BPSS Privacy Notice	http://share/Share/llisapi.dll?func=ll&objaction=overview&objid=65826205http://
Appendix A to Annex B, BPSS Form, Guidance Notes, Annex B, Applicant details and identity verification	Her Majesty's Passport Office guidance	https://www.gov.uk/government/publications/basic-passport-checks
Appendix A to Annex B, BPSS Form, Guidance Notes, Annex C, Nationality and right to work	UK Visas and Immigration guidance on right to work and record retention	https://www.gov.uk/government/collections/employers-illegal-working-penalties

* Access to Highways England's Supply Chain Portal will require registration, the form can be found in the additional documents folder 'SharePoint (Supply Chain Portal) Application

Annex B – BPSS Compliance

Baseline Personnel Security Standard Check

Introduction

Unless advised otherwise it is the *Client's* hiring manager who completes a Baseline Personnel Security Standard (BPSS) check. The *Client's* hiring manager has to be a Highways England employee and is usually the *Project Manager*. Therefore, all *Contractors/Consultants*, working on Highways England's premises or with its technology, should be BPSS approved before they begin working for the *Client*. This form has been produced to assist the *Client's* hiring managers undertaking checks and to ensure their checks meet the Cabinet Office standards set out in the [Security Policy Framework \(SPF\) May 2018](#) and the [HMG Baseline Personnel Security Standard v6.0 – May 2018](#) (and any subsequent amended versions).

This document contains the BPSS form and guidance notes to assist with the form completion.

Please read the guidance notes fully before starting to complete this form.

This document is split into:

BPSS Form sections:

1. Applicant details and identity verification
2. Nationality and right to work
3. Employment history and personal references
4. Criminal records check
5. Declarations

Guidance notes:

Annex A: General notes

Annex B: Identity verification

Annex C: Nationality and right to work

Annex D: European Economic Area (EEA) countries

Annex E: Employment history and personal references

Annex F: Personal reference template

Please note that if the applicant only requires external email access to Highways England's computer systems (known as ZZ account) then please complete sections 1, 2, 3 and 5 only. The *Client's* hiring manager sends the form to ITSecurityAdvice@highwaysengland.co.uk. A criminal records check is not required for ZZ accounts.

If the applicant already has BPSS approval from their current employer, they are not required to complete another check. It does not matter how long ago the approval was given or whether there has been a period when they didn't work for their current employer. If the *Client's* hiring manager is informed of this by the *Contractor*, the *Client's* hiring manager needs to email the [Security Team](#) who will check the applicant's details against their records for existing BPSS approvals.

If assistance is required to complete this form, the *Client's* hiring manager should contact the Security Team via email on SecurityTeam@highwaysengland.co.uk.

BPSS FORM

SECTION 1 - Application details and identity verification

1.1 Client's hiring manager details

Hiring manager's name:	
Company location:	
Telephone number:	

1.2 Applicant details

Applicant's name:	
Gender:	Male / female (please delete as appropriate)
Current home address:	
Contact telephone number:	
Prospective Highways England place of work:	
Prospective start date:	
Position:	<i>Contractor / Consultant</i> (please delete as appropriate)

1.3 Identity verification (for the Client's hiring manager)

The applicant has to present you with appropriate documentation to prove their identity. Annex B – Identity verification provides details of which documents are acceptable and general guidance on this section. Generally, one document which contains a photo or 2 documents without photos are sufficient.

Please note the document(s) you have seen below:

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

Document type:		Date of issue:	
Country of issue:		Date of expiry:	

(please replicate table for each document taken as required)

SECTION 2 - Nationality and right to work

2.1 Applicant's details

Nationality (list all):

Are you subject to immigration control? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued residence in the UK? Yes/no (please delete)

If yes, please specify:

Are there any restrictions on your continued freedom to take employment in the UK? Yes/no (please delete)

If yes, please specify:

2.2 Nationality verification (for *Client's* hiring managers)

The applicant has to provide you with appropriate documentation to prove they have the 'right to work' in the UK. The list of acceptable documents is provided by UK Visas and Immigration accessible [here](#).

You have to follow their 3-step guide accessible [here](#).

Annex C below contains general guidance on this section.

Annex D below contains a list of European Economic Area (EEA) countries whose citizens have a 'right to work' in the UK.

Please note the document(s) you have seen below:

Document:	
Date of issue:	
Review date (if applicable):	

(please replicate table for each document taken as required)

SECTION 3 - Employment history and references

3.1 Applicant's employment history (past 3 years)

Please provide details of all the companies you have worked for in the last 3 years (whether in the UK or overseas). You need to provide references from these employers:

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

Company name:	
Company address:	
Contact name:	
Period of employment:	

(please replicate table as required)

3.2 Gaps in applicant's employment history

Please describe any gaps in your employment including time spent in full-time education, any foreign travel or periods of unemployment within the past 3 years:

3.3 Employment verification (for *Client's* hiring managers)

You will need to obtain confirmation from all the companies listed, as well as letters from schools/ academic institutions and passport visas to confirm overseas travel. Annex E below provides guidance on this section.

Please answer the 3 sections below:

- a) Please confirm that you have verified employment with all the companies listed: Yes/no (please delete)

If no, please explain why this was not possible:

- b) Please confirm the documents you have seen which verify any gaps in employment:

Document:	
Date of issue:	

(please replicate table as required)

- c) If you have obtained a personal reference, please record the referee's details below:

Referee:	
Relationship to applicant:	
Address:	

SECTION 4 - Criminal record check

4.1 Information for applicants

We require a criminal record check to confirm if you have any unspent convictions. You do not need to tell us about any spent convictions.

A basic Disclosure and Barring Service (DBS) check is the criminal record check available for people living or working in England and Wales. If you have been living or working in Scotland or Northern Ireland for over 6 months in the last 3 years, another criminal record check will need to be applied for. Full details on how to apply can be found [here](#).

Once you have applied, please keep a copy of the reference number to provide to your hiring manager.

Further details on what information is included on each certificate are on the relevant website. It will be helpful to tell your hiring manager about offences that will be shown on your certificate, before your certificate arrives.

4.2 Criminal records check verification (for *Client's* hiring managers)

The applicant has to provide the *Client's* hiring manager with either:

- evidence that the application for the certificate has been submitted (e.g. reference number or screen shot); or
- a recent (issued within 3 months) original criminal records certificate; or
- an older original certificate if the applicant still works for the same employer and the check was carried out as part of their employment.

Please note the document you have seen below:

Document:	
Date of issue:	

(please replicate table as required)

If the application has only just been made, hiring managers will need to make sure they review the certificate when it arrives. If hiring managers are unsure about any of the details shown on the certificate, please contact the [Security Team](#).

An overseas criminal record certificate will also be required if the applicant has been outside of the UK for a period of 6 months or over in the last 3 years. The [Security Team](#) can provide guidance on how to obtain these certificates.

SECTION 5 - Declarations

5.1 Applicant's declaration:

I declare that the information I have given on this form is true and complete. In addition, I understand that any false information or deliberate omission in the information I have given on this form may prevent me from working with Highways England. I will notify the hiring manager of any material changes to the information I have provided.

Name:	
Signature:	
Date:	

5.2 Client's hiring manager's declaration:

I certify that in accordance with the requirements of the BPSS, I have examined the documents listed on this form and can confirm that the applicant has satisfied the requirements in all sections.

I have made available to the applicant the appropriate privacy notice (see Guidance Notes - Annex A below), which informs the applicant as to their statutory rights under the Data Protection Act 2018 and General Data Protection Regulation.

Name:	
Signature:	
Date:	

GUIDANCE NOTES

Annex A

General notes

- The *Client's* hiring manager has to see original documents, copies are not acceptable.
- All the time the *Client's* hiring manager needs to check that birth dates, signatures and photos match. If any discrepancies are found, please contact the [Security team](#) for advice.
- The *Client's* hiring manager has to comply with the Data Protection Acts and General Data Protection Regulation (GDPR), therefore
 - remember to delete any electronic versions of this form/ personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents [here](#); and
 - issue the applicant with the latest [Highways England BPSS Privacy Notice document](#).
- Once the applicant starts work, the *Client's* hiring manager will need to email the [Facilities helpdesk](#) to request that the applicant's photo is taken for their building pass and a building induction is undertaken.
- If the *Client's* hiring manager is not located in the same building as the applicant, the *Client's* hiring manager will need to make sure there is someone available to greet the applicant at reception and undertake a new starter induction. The *Client's* hiring manager will also need to make sure that reception is aware of the date the applicant is starting work.

If the *Client's* hiring manager has any questions regarding this form or the BPSS check itself, the [Security team](#) can be contacted for assistance. If the *Client's* hiring manager would prefer to speak to someone, please state this in your email and a member of the Security team will call you as soon as they can.

Applicant details and identity verification

Generally, one document which contains a photo or two documents without photos will provide adequate proof of identity. However not all documents are of equal value; listed below are some examples of documents that are from reliable sources, are difficult to forge and are dated. Documents with an expiration date have to be current and all others should have been issued within the last 6 months.

Good examples of identity documents that contain a photo are:

- Current UK photo-card driving licence; and
- Current passport.

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see Annex D), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

Good examples of identity documents without photos include:

- Birth, adoption or gender recognition certificate;
- Marriage licence, divorce (decree absolute) or annulment papers;
- Current full UK driving licence (old 'paper' version);
- A recent utility bill (issued within the last 6 months);
- A council tax bill (valid for the current year period);
- Bank, building society or credit union statement (issued within the last 6 months) or passbook containing the applicant's current address;
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit (these documents are not required to be dated within the last 6 months); and
- Police registration document or HM Forces identity card.

This is not an exhaustive list and if none of these documents are available, please contact the [Security Team](#) for further advice.

What to look for when examining documents:

- The documents shown to you have to be the original documents. If you are unsure, consider comparing them to other examples you may have to hand if applicable. Otherwise please consult Her Majesty's Passport Office guidance for checking UK Passports [here](#);
- Examine the documents for alterations or signs that the photograph and signature have been removed and replaced;
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence;
- Check that details given on the documents corresponds with what you already know about the individual;
- Check the date of issue on each document. If all documents are newly issued and there are only minimal references available which do not cover the last three years' employment records, please contact the [Security Team](#) for more advice.

If you have any doubts about the documents you have been given, please contact the [Security Team](#), before discussing your concerns with the applicant.

Young Applicants

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo has to be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.

Nationality and right to work

The current advice from UK Visas and Immigration on nationality and right to work in the UK is available on their [website](#).

In addition, please note:

- You have to be satisfied that each document produced relates to the applicant, and you will need to check that all documents contain the same date of birth, photo and the applicant's appearance looks the same.
- It is not necessary to send copies of these documents to the Security Team. However, if you are unsure or unfamiliar with the documents you have been given, the Security Team are available to advise you. Please email the [Security team](#) in the first instance and, if required, the *Client's* hiring manager will be asked to scan the relevant parts of the documents in question and send it to the team for their review.
- The UK Visas and Immigration website provides advice on how long to keep copies of nationality and right to work documents [here](#).

European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK. Further information is available [here](#).

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden

Annex E

Employment history and personal references

- All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous employers and personal referees can be found in Annex F below. However most companies will now only provide official confirmation of when an individual worked for them (on letter headed paper). This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on letter headed paper, contain spelling or grammatical errors or is just not convincing for any reason, should be followed up directly with the individual(s) providing the reference.
- If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference can be obtained instead (see below). This is not necessary if the period involved is less than 6 months long.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation has to be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa (this only applies to citizens which do not hold an EEA passport). Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

- Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (e.g. solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.

Personal reference template

.....
Dear

SUBJECT: *[insert applicant's name]*

1. Over what period have you known the subject and in what capacity?

Date from:		Date to:	
Capacity:			

2. Are you related to the subject? If so, please state your relationship.

3. Are you involved in any financial arrangements with the subject?

YES/ NO (please delete)

4. Do you believe the subject to be honest, conscientious and discreet?

I declare that the information I have given on this form is true to the best of my knowledge.

Name:	
Signature:	
Date:	
Address:	
Telephone number:	
Email address:	

Annex C – Insurance

Scope Supplementary Insurance Table (Required Insurances)

1. **Property "All Risks" Insurance**
1. **Property "All Risks" Insurance**
 - 1.1 Insured
 - 1.1.1 *Contractor*
 - 1.1.2 *Client*each for their respective rights and interests in the contract.
 - 1.2 Insured Property

Plant and Materials and Equipment
 - 1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above), unless otherwise excluded
 - 1.4 Sum Insured

At all times an amount not less than the full reinstatement or replacement value of the Insured Property (in paragraph 1.2 above), plus provision to include cover features and extensions as appropriate.
 - 1.5 Territorial Limits

United Kingdom including off site storage and during inland transit.
 - 1.6 Period of Insurance

From the *starting date* until the end of the *service period* or a termination certificate has been issued
 - 1.7 Cover Features and Extensions
 - 1.7.1 Terrorism.
 - 1.7.2 Debris removal clause.
 - 1.7.3 Automatic reinstatement of sum insured clause.
 - 1.7.4 Where relevant multiple insured clause incorporating the *Client* as a co-insured party with attendant non-vitiation, waiver of subrogation and notice of cancellation provisions.
 - 1.8 Principal Exclusions
 - 1.8.1 War and related perils.
 - 1.8.2 Nuclear/radioactive risks.
 - 1.8.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - 1.8.4 Wear, tear and gradual deterioration.
 - 1.8.5 Consequential financial losses

2. **Third Party Public and Products Liability Insurance**

2.1 Insured

Contractor

2.2 Interest

To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant's costs and expenses) as damages in respect of accidental;

2.1.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.

2.3 Limit of Indemnity

Not less than ten million pounds £10,000,000 in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but ten million pounds £10,000,000 in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).

2.4 Territorial Limits

United Kingdom and elsewhere in the world in respect of non-manual visits.

2.5 Period of Insurance

From the *starting date* until the end of the *service period* or a termination certificate has been issued

2.6 Cover Features and Extensions

2.6.1 Indemnity to principals clause

2.6.2 Cross liability clause.

2.6.3 Contingent motor vehicle liability.

2.6.4 Legal defense costs.

2.6.5 Health & Safety at Work Act(s) clause.

2.6.6 Data Protection Legislation clause.

2.6.7 Defense appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

2.7 Principal Exclusions

2.7.1 War and related perils.

2.7.2 Nuclear/radioactive risks.

2.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

- 2.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.
- 2.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered by the Insured.
- 2.7.6 Events more properly covered under a professional indemnity insurance policy.
- 2.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessels.
- 2.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.
- 2.7.9 Cyber risks.

3. Policies to be taken out as required by United Kingdom law.

- 3.1 The *Contractor* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Client's* Liability Insurance and Motor Third Party Liability Insurance.
- 3.2 The limit of indemnity for the *Client's* Liability Insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.
- 3.3 Compulsory insurances to contain an indemnity to principals' clause in respect of claims made against the *Client* arising out of the performance of the *Contractor* of its duties under this Contract.
- 3.4 The insurance shall be maintained from the starting date until the end of the service period or a termination certificate has been issued. Insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.

4 Professional Indemnity Insurance

4.1 Insured

Contractor

4.2 Interest

To indemnify the Insured (as set out in paragraph 4.1 above) for all sums which the Insured (as set out in paragraph 4.1 above) shall become legally liable to pay (including claimant's costs and expenses) as a result of any claim or claims first made against the Insured (as set out in paragraph 4.1 above) during the Period of insurance (as set out in paragraph 4.4 below) by reason of any act, error and/or omission arising from or in connection with professional services, advice, design and or specification relevant to the service or the contract

4.3 Territorial limits

United Kingdom

4.4 Period of insurance

The *Contractor* maintains this insurance from the *starting date* until twelve (12) years following the end of the *service period* or a termination certificate has been issued whichever occurs earlier.

4.5 Cover features and extensions

4.5.1 Loss of documents and computer records extension

4.5.2 Legal liability assumed under contract, duty of care agreements and collateral warranties,

4.5.3 Retroactive cover from the date of the contract or retroactive date no later than the date of the contract in respect of any policy provided on a claims made form of policy wording.

4.6 Principal exclusions

4.6.1 War related perils,

4.6.2 Nuclear/radioactive risks,

4.6.3 Insolvency of the Insured (as set out in paragraph 4.1 above),

4.6.4 Liability for death, illness, disease or bodily injury sustained by employees of the Insured (as set out in paragraph 4.1 above) arising out of the course of their employment.

Annex D - Data Protection

Appendix G - Processing, Personal Data and Data Subjects

This Appendix shall be completed by the *Client* who may take account of the view of the *Contractors*, however the final decision as to the content of this Appendix shall be with the *Client* at its absolute discretion.

1. The contact details of the *Client's* Data Protection Officer are Graham Woodhouse (dataprotectionadvice@highwaysengland.co.uk).
2. The contact details of the *Contractor* Data Protection Officer or nominated lead are per Contract Data part 2.
3. The *Contractor* shall comply with any further written instructions with respect to processing by the *Client*.

Any such further instructions shall be incorporated into this table.

Description	Details
Identity of the <i>Client</i> and <i>Contractor</i>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor in accordance with clause S331.2
Subject matter of the processing	Data associated with land ownership, access, use and consultation on use.
Duration of the processing	Processing shall continue for 96 months commencing on award of contract and ending on completion of contract
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose is for discussion and agreement on land access and valuation, consultation on mitigation and delivery of the service, customer liaison and support.
Type of Personal Data	Name, address, contact details and more detailed information about operation of business, use of property on the land and perceived impacts to the land.
Categories of Data Subject	Landowners, agents, staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public,

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data.</p>	<p>Data to be returned to Client on completion of contract and copies destroyed.</p>
--	--

Annex E – Conflict of Interest

**Official-Sensitive
(only when not a nil return)**

**Highways England Company Limited Declaration of Interest Form
(for use by individuals with non-employment contract status)**

Purpose

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England’s own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

Personal details (for Highways England and statutory records, please advise any subsequent changes)	
Role/service provided	
Present surname and any former surname(s)	
Present forename(s) and any former forename(s)	
Phone Numbers a) landline b) mobile (Highways England restricted use only)	
Date form completed	
Directorships	
Are you a director or a "shadow director" ⁴ of any company? YES/NO.	If YES, please provide the names of the companies, business sector, and date you became a director.

⁴ “Shadow director” means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

Other business interests	
Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO.	If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.
Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.	If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.
Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO	I hold the following shares/I do not hold any shares in the sector in which Highways England operates.
Voluntary work	
Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.	If YES provide details.
Other	
Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO.	If YES provide details.

<p>Are there any matters or relevant interests, (including significant interests of close members ⁵of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p>Connected persons</p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer,

⁵ Close members means a) an individual's domestic partner and children b) children of an individual's domestic partner c) dependents of an individual or an independents domestic partner, d) parents and in-laws, and e) siblings.

or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.

4. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
5. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
6. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
7. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender, and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm.
8. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
9. I understand that if I do not comply with the statements in this declaration I may prejudice my employers' ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
10. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

Signed by the Consultant	
Date	

Acknowledged by the employer	
Date	

For Highways England’s use only - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

- I am willing to accept this supplier for this assessment as a result of this consideration.
- I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

Signed:

Name in Block Capitals:

Post and Grade:⁶

⁶ This section of the agreement must be countersigned by PB8 SSD, or if one not a PB8 PLT member

Annex F – Parent Company Guarantee

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a term contract for the provision of [●] in Highways England Area [●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the "**Client**")
- (2) [●] (company no [●]) whose registered office is at [●] (the "**Guarantor**")

BACKGROUND

- (A) By the Contract, the *Client* has employed the *Contractor* to Provide the Service.
- (B) The Guarantor is the [ultimate]⁷ parent company of the *Contractor*.
- (C) The Guarantor has agreed to guarantee the due performance by the *Contractor* of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Unless the contrary intention appears, the following definitions apply:

"**Contract**" means the contract dated [●] between the *Client* (1) and the *Contractor* (2) under which the *Contractor* has agreed to Provide the Services.

"**Contractor**" means [●] (company no [●]) whose registered office is at [●].

"**Insolvency Event**" means the *Contractor* being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the *Contractor* other than a solvent liquidation or reorganisation of the *Contractor*;
- (b) a composition, assignment or arrangement with any creditor of the *Contractor*;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Contractor* or any of its assets; or

⁷ Note to Procurement Officer: delete if not applicable.

(d) enforcement of any security over any assets of the *Contractor*, or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the services to be provided by the *Contractor* pursuant to the Contract.

- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.
- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the *Client* agreeing to enter into the Contract with the *Contractor*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Client* that:
 - a) the *Contractor* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the *Contractor*, the Guarantor shall procure that the *Contractor* makes good the breach or otherwise cause it to be made good and shall indemnify the *Client* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Client* arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the *Client* against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Client* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the *Client* if any of the obligations of the *Contractor* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.

- 2.3. Any limitation or defence which would have been available to the *Contractor* in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:
- a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
 - b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Client* may at any time hold in respect of the *Contractor's* obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Client* may have against the *Contractor* under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
- a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the *Contractor* or any legal limitation, disability or incapacity relating to the *Contractor* or any other person;
 - c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Client* to the *Contractor*;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Client* or the pursuit of any right or remedy of the *Client*;
 - f) the giving by the *Contractor* of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Client* and the *Contractor* shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the *Contractor* and the *Client* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. LIQUIDATION/DETERMINATION

- 5.1. The Guarantor covenants with the *Client* that:
- a) if a liquidator is appointed in respect of the *Contractor* and the liquidator disclaims the Contract; or
 - b) if the *Contractor's* employment under the Contract is determined for any reason,
- the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

- 6.1. The Guarantor waives any right to require the *Client* to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Contractor* before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONTRACTOR

- 7.1. The Guarantor shall not by any means or on any ground seek to recover from the *Contractor* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Client* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Client* to claim or have the benefit of any security which the *Client* holds for any money or liability owed by the *Contractor* to the *Client*. If the Guarantor shall receive any monies from the *Contractor* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Client* for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

- 8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the *Contractor* under the Contract has been performed and observed and until each and every liability of the *Contractor* under the Contract has been satisfied in full.

9. THIRD PARTY RIGHTS

- 9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11. GOVERNING LAW

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

Executed as a deed by **[CLIENT]**
acting by [*name of director*] in the presence of: Director

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by
[GUARANTOR] acting by [*name of director*] in the presence of: Director

Name of witness:

Signature of witness:

Address:

Occupation:

or

Executed as a deed by)
[GUARANTOR] acting by:)

Director

Director/Secretary

Annex G – Form of Novation

Appendix I – Old *Contractor* to New *Contractor*

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Client

[●]
as New Contractor

[●]
as Old Contractor

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the "**Client**")
- (2) [●] (company no [●]) whose registered office is at [●] (the "**Old Contractor**")
- (3) [●] (company no [●]) whose registered office is at [●] (the "**New Contractor**")

BACKGROUND

- (A) By the Contract, the *Client* has employed the *Old Contractor* to Provide the Services.
- (B) The *Old Contractor* has agreed (with the consent of the *Client*) to transfer all its rights and obligations under the Contract to the *New Contractor* and the *Client* has agreed to accept the liability of the *New Contractor* in place of the liability of the *Old Contractor* under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

DEFINITIONS AND INTERPRETATION

1.1. Unless the contrary intention appears, the following definitions apply:

"**Contract**" means the contract dated [●] between the *Client* (1) and the *Old Contractor* (2) (including any further agreement varying or supplementing the Contract) under which the *Old Contractor* has agreed to Provide the Services.

"**Services**" means the services to be provided by the *Old Contractor* pursuant to the Contract.

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

- 2.1. The Old *Contractor* and the *Client* release and discharge each other from the further performance of their respective obligations under the Contract and the *Client* acknowledges and accepts the liability of the New *Contractor* in place of the liability of the Old *Contractor* under the Contract.
- 2.2. The New *Contractor* undertakes to be bound to the *Client* by the terms of the Contract in every way as if the New *Contractor* was and always had been a party to the Contract in place of the Old *Contractor*.
- 2.3. The *Client* acknowledges and warrants to the New *Contractor* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CONTRACTOR'S UNDERTAKING

- 3.1. Subject to Clause 4.1 below, the New *Contractor* undertakes to be bound to the *Client* by the terms of the Contract and to perform the obligations on the part of the *Contractor* under the Contract in every way as if the New *Contractor* was and always had been a party to the Contract in place of the Old *Contractor*.

4. PAYMENT OF SUMS DUE

- 4.1. The *Client* and the Old *Contractor* agree that the total amount to be paid by the *Client* to the Old *Contractor* for the *services* provided under the Contract prior to the date of this deed is £[●]. The Old *Contractor* acknowledges that the *Client* has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old *Contractor* to the *Client* and paid by the *Client* in accordance with the Contract.
- 4.2. The New *Contractor* acknowledges that any payment made by the *Client* to the Old *Contractor* in respect of the *services* (whether before or after the date of this deed) shall be treated as having been made to the New *Contractor* and that the *Client's* payment obligation under the Contract shall to that extent be treated as discharged.

5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

- 6.1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law
- 6.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

OPTION 1a [execution by Highways England under seal])
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

)
)
)
Director

Director/Secretary

OPTION 1b [execution by Highways England under seal])
)

Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing its common seal in the presence of:

)
)
)
Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:)
)
)

Director

Director/Secretary

OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by:)
)
)

Authorised Signatory

Authorised Signatory

Executed as a deed by [**OLD**
CONTRACTOR]
in the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by [**NEW**
CONTRACTOR]
in the presence of:

Director

Director/Secretary

Appendix J – Old Client to New Client

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Old Client

[●]
as New Client

[●]
as *Contractor*

DEED OF NOVATION

relating to a [●] contract for the provision of [●] services in Highways England

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”)
- (2) [*insert details of replacement authority*] (the “**New Client**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

BACKGROUND

- (A) By the Contract, the Client has employed the Old *Contractor* to Provide the Services.
- (B) The Old *Contractor* has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New *Contractor* and the Client has agreed to accept the liability of the New *Contractor* in place of the liability of the Old *Contractor* under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Old *Contractor* (2) (including any further agreement varying or supplementing the Contract) under which the Old *Contractor* has agreed to Provide the Services.

“**Services**” means the services to be provided by the Old *Contractor* pursuant to the Contract.

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time

to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

- 2.1. The Old Client and the *Contractor* release and discharge each other from the further performance of their respective obligations under the Contract and the *Contractor* acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2. The *Contractor* undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3. The *Contractor* acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW CLIENT'S UNDERTAKING

- 3.1. Subject to Clause 4.1 below, the New Client undertakes to be bound to the *Contractor* by the terms of the Contract and to perform the obligations on the part of the Client under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

4. PAYMENT OF SUMS DUE

- 4.1. The *Contractor* and the Old Client agree that the total amount to be paid by the Old Client to the *Contractor* for the Services provided under the Contract prior to the date of this deed is £[●]. The *Contractor* acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the *Contractor* to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2. The *Contractor* and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the *Contractor* under the Contract for any Services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New Client and the *Contractor*, any sum of money is recoverable from or payable by the *Contractor* to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the

Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]⁸

5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

- 6.1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

*OPTION 1a [execution by Highways England
under seal]*)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Director

Director/Secretary

*OPTION 1b [execution by Highways England
under seal]*)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
its common seal in the presence of:

Authorised Signatory

⁸ Include only if the New Client is a Department or Office of Her Majesty's Government.

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Director

Director/Secretary

OPTION 2b Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW CLIENT]**)
in the presence of:)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONTRACTOR]**)
in the presence of:)

Director

Director/Secretary

Annex H – DMRB IAN 183/14

INTERIM ADVICE NOTE 183/14

**ENVIRONMENTAL
MANAGEMENT
PLANS**

Summary

This Interim Advice Note (IAN) provides guidance on the preparation and implementation of Environmental Management Plans for major motorway and trunk road projects in England

Instructions for Use

This IAN is relevant to projects relating to the construction and improvement of motorways and all purpose trunk roads, and should be used in conjunction with DMRB Volume 10 and DMRB Volume 11.

2. INTRODUCTION

1.1 Background

1.1.1 The preparation and implementation of Environmental Management Plans (EMP) is widely considered to be best practice (by statutory and non-statutory bodies as well as major companies in many sectors) to manage the environmental effects of their projects and to demonstrate compliance with environmental legislation

1.1.2 DMRB Vol 11 Section 2 Part 5 outlines the reason why mitigation needs to be managed throughout the various stages and DMRB Vol 11 Section 2 Part 6 recommends that an Environmental Management Plan is prepared and is part of any environmental assessment whether statutory or non-statutory.

1.2 Outline

1.2.1 The scope of this IAN covers environmental management planning throughout the various stages of a Major Project lifecycle from early design through to handover to the maintaining body. Guidance on EMPs required for network maintenance and operation are outside the scope of this document.

1.2.2 The guidance sets out the requirements for recording environmental risks and commitments and for clearly identifying the structures and processes that will be used to manage these aspects. This will provide the necessary framework for the Highways Agency to demonstrate delivery of its environmental responsibilities as part of the improvement of the motorway and all purpose trunk road network. As with all guidance it will need a degree of judgement to ensure that any EMP is relevant and proportionate to the scale and degree of complexity of the project.

1.2.3 The development of the guidance contained within this IAN has taken into consideration best practice guidance produced by Institute of Environmental Management and Assessment (IEMA, 2008) and contained in BS EN ISO 14001 (BSI, 1996, as amended).

1.2.4 An EMP provides the framework for recording environmental risks, commitments and other environmental constraints and clearly identifies the structures and processes that will be used to manage and control these aspects. The EMP also seeks to ensure compliance with relevant environmental legislation, government policy objectives and scheme specific environmental objectives. It also provides the mechanism for monitoring, reviewing and auditing environmental performance and compliance.

1.2.5 Initially the Environmental Management Plan (EMP) will be in outline only. It will be later be refined and expanded into a Construction Environmental Management Plan (CEMP) as more information becomes available and there is more certainty in terms of the proposed project layout, construction methods, programme and the likely environmental effects. Towards the end of the construction period the CEMP will be refined into a Handover Environmental Management Plan (HEMP) which will contain essential environmental information needed by the body responsible for the future maintenance and operation of the asset.

1.3 Purpose

1.3.1 The purpose of this IAN is to bring a degree of consistency to the preparation and implementation of EMPs by providing an indicative scope and framework.

1.3.2 EMPs also provide the mechanism to help ensure that the Highways Agency complies with the projects "development consent", with environmental policies and legislation and implements good practice approaches as part of design, and construction, maintenance and operation activities.

1.4 Relationship

1.4.1 This guidance should be read in conjunction with DMRB Vol 11 Section 2 Part 5 and 6 and the relevant section topic guidance together with the relevant DMRB Vol 10 topic advice on design and management and provisions of IAN 84/10

1.5 Implementation

This guidance contained within this IAN should be used forthwith on all projects in England except where the procurement of works has reached a stage at which, in the opinion of the Highways Agency, its use would result in additional expense or delay progress (in which case the decision should be recorded).

ENVIRONMENTAL MANAGEMENT PLANS

2.1 Purpose of Environmental Management Plans

2.1.1 Environmental Management Plans should be prepared and implemented for the purpose of managing the environmental effects of a specific project. The key aims are to:

- Act as a continuous link and main reference document for environmental issues between the design, construction and the maintenance and operation stages of a project
- Demonstrate how construction activities and supporting design will properly integrate the requirements of environmental legislation, policy, good practice, and those of the environmental regulatory authorities and third parties;
- Record environmental risks and identify how they will be managed during the construction period;
- Record the objectives, commitments and mitigation measures to be implemented together with programme and date of achievement
- Identify the key staff structures and responsibilities associated with the delivery of the project and environmental control and communication and training requirements as necessary.
- Describe the *Contractor's* proposals for ensuring that the requirements of the environmental design are achieved, or are in the process of being achieved, during the Contract Period;
- Act as a vehicle for transferring key environmental information at handover to the body responsible for operational management. This will include details of the asset, short and long term management requirements and any monitoring or other environmental commitments.
- Provide a review, monitoring and audit mechanism to determine effectiveness of, and compliance with, environmental control measures and how any necessary corrective action will take place.

2.2 Scope of Environmental Management Plans

2.2.1 The basic scope of any EMP should consider the following subject areas as appropriate for the project:

- Water
- Air Quality
- Noise and Vibration
- Materials
- Geology & Soils
- Landscape
- Nature Conservation
- Cultural Heritage
- People & Communities

2.2.2 Bearing in mind the purpose of any EMP is to set out how the design of the project is to be managed to control environmental effects, it is clear the scope of any plan should

cover not only the management of residual mitigation but also the management of issues throughout the life of the project. In the early stages of a projects when there is a degree of uncertainty the process will be more about mapping and describing how the risks are to be managed acknowledging the degree of uncertainty. Later on when issues become more certain the scope of the plan will focus more on how these will be dealt with.

2.3 Developing and implementing Environmental Management Plans

2.3.1 The development of an EMP should commence during the early stages of a project. It should be a live document that is regularly updated and revised to take account of new information, changing external factors and feedback from review. The EMP should evolve through the life of a project containing the information and level of detail that is relevant to a particular PCF stage.

2.3.2 Initially the EMP will be in the form of an outline Environmental Management Plan which will be closely aligned with the design and assessment process of preferred option development. It is likely that the EMP will be referenced in the Environmental Assessment Report or Environmental Statement as a component of the environmental mitigation strategy.

2.3.3 The EMP should be refined into a more detailed Construction Environmental Management Plan (CEMP) as design and construction plans are finalised and more detailed information on environmental effects becomes available. Prior to the commencement of construction it should be fully comprehensive. It should be revised during the construction period to take account of any changes in design and changes in external factors such as regulations and standards. It should take account of any unforeseen circumstances as they arise such as new protected species or new archaeological finds. It should also be amended to reflect any failings in environmental performance arising from routine inspections and audits.

2.3.4 Towards the end of the construction period the EMP should be developed as Handover Environmental Management Plan (HEMP) which is the main vehicle for passing essential environmental information to the *Client* and crucially to the body responsible for the future maintenance and operation of the asset.

2.3.5 The party responsible for the preparation of the EMP is likely to change over the life of a project. Figure 1 shows the different stages of project delivery, the corresponding stages of an EMP and identifies the likely responsibilities for the preparation and implementation.

Project Stage (traditional PCF)	EMP Stage	Responsibility
Strategy, Shaping and Prioritisation (PCF Stage 0)	<i>None – but consider high level environmental objectives through Client Scheme Requirements</i>	Client
Option Identification (PCF Stage 1)		
Option Selection (PCF Stage 2)		
Preliminary Design (PCF Stage 3)	EMP (Outline)	Designer
Statutory Procedures and Powers (PCF Stage 4)		
Construction Preparation (PCF Stage 5)	CEMP	Contractor
Construction Commissioning and Handover (PCF Stage 6)	HEMP	Contractor
Close out (PCF Stage 7)		

Figure 1 – Project Control Framework stages and EMP stages

2.3.6 The overall responsibility for coordinating and managing the EMP ensuring its implementation should be clearly assigned to a suitably qualified and experienced person within the relevant organisation at each stage, typically this is the environmental manager or coordinator. This person will also be responsible for editing, revising and updating the EMP throughout the delivery of a project or contract term or as knowledge increases. The EMP will identify the project management structure and clearly identify the roles and responsibilities with regard to managing and reporting on the construction phase environmental aspects.

Environmental Management Plan (EMP)

2.3.7 The first iteration of the plan is the outline EMP which will normally be developed during the preparation of the preferred option. To prepare the EMP before this point would be too onerous as there may be no options or several options under consideration. However during the pre options and options stage there may well be information available from project risk registers which will help to identify some of the issues the outline EMP should address.

2.3.8 The EMP has the purpose of capturing and collating all available information on scheme specific environmental objectives, environmental risks, proposed mitigation and commitments that will need to be addressed prior to receiving “development consent” and transposing these requirements into a series of clear environmental actions to ensure that each action is fully considered during the following stages. To facilitate this, the EMP should contain a Register of Environmental Actions and Commitments (REAC) as outlined in section 3.

2.3.9 It will normally be this outline EMP that supports the Environmental Statement or Environmental Assessment Report (EAR) as required by DMRB Vol 11.

2.3.10 The preparation of the EMP should ideally be commenced during the early stage of preliminary design. This should include any environmental commitments and objectives, project specific requirements and risks either previously identified or arising during the design and assessment process. At this stage the plan should be prepared by the party responsible for project design. The indicative contents of the outline EMP are shown in Annex A.

2.3.11 The EMP is a key part of the environmental mitigation measures and is also required to inform the environmental assessment and reporting process. It should record how environmental commitments and actions will be implemented, risks managed and how policy and legislation will be complied with. It should include the project management structure and clearly identify roles and responsibilities in respect of managing and reporting on construction phase environmental aspects.

Construction Environmental Management Plan

2.3.12 This will be an expanded and more detailed version of the earlier EMP and should contain all the information required for the appropriate management of environmental effects during construction of the project. The CEMP should be prepared by the project *Contractor* supported by the designer and the environmental coordinator, as appropriate. It should be used as the main reference document to ensure and record the successful completion of the previously identified Environmental Actions.

2.3.13 The indicative contents of the CEMP are shown in Annex B. It should build upon the environmental actions identified in the REAC of the outline EMP by updating existing, or identifying new actions in light of information available at the construction phase. This may include environmental commitments made during the construction phase, risks and other information such as time constraints. It should describe the way these will be controlled and dealt with to comply with legislation and policy requirements and how adverse effects will be mitigated and managed during construction.

2.3.14 Important new sections to be included in the CEMP should be details of project team roles and responsibilities along with Induction and training procedures, together with the use of method statements to be used during the construction stage of a project to control the work that is being undertaken and ensure that all the environmental actions are implemented and the risks managed.

2.3.15 Communication and training are key elements in the success of EMPs and the following elements are required in the CEMP prior to construction:

- A programme for briefing of all operatives on the information and requirements of the CEMP
- A programme for induction and regular tool box talks for all operatives on scheme specific environmental issues

2.3.16 Procedure to record any changes during construction which may affect implementation of agreed actions, including a system to ensure relevant persons assess the

changes and propose or approve methods to complete actions, and a method for recording the outcome within a revision of the CEMP

2.3.17 Procedures should be included for monitoring and reviewing compliance with the CEMP (when the project is of sufficient size, to be agreed by Overseeing Organisation): e.g. daily/weekly/monthly inspection/audit reports and procedures for rectification of failings.

Handover Environmental Management Plan (HEMP)

2.3.18 This is the package of information that needs to be handed over to those responsible for the future management and operation of the asset. The HEMP is also a key document for those undertaking Post Opening Project Evaluation (POPE). It should be prepared during the construction phase. It should be developed by the *Contractor* but in consultation with the organisation that will be responsible for future management and operation to ensure that its requirements are clear and meet their needs. It is important that it is substantially completed while environmental specialists responsible for key aspects of design and implementation such as archaeologists, ecologists and drainage specialists are still actively involved in the project and before any establishment maintenance period commences.

2.3.19 The HEMP should provide the relevant information on existing and future environmental commitments and objectives that need to be honoured, ongoing actions and risks that need to continue to be managed. The indicative contents of the HEMP are shown in Annex A. It should focus on the future management requirements, ongoing commitments and risk management requirements. It should include as built information and other details in a form that can be utilised by the body responsible for long term management so they can update their environmental management plans for the operational phase. Within the Asset Maintenance and Operational Requirements (AMOR) for the new Asset Support contracts an EMP for soft estate maintenance is identified. However guidance on the content of operational EMPs is outside the scope of this document.

REGISTER OF ENVIRONMENTAL ACTIONS AND COMMITMENTS

3.1 The identification of Environmental Actions and population of a Register of Environmental Actions and Commitments (REAC) is critical to the success of an EMP and subsequently the environmental performance of a project. Depending on the scale of the project there may be many sources of information from which Environmental Actions must be identified, such as an Environmental Statement or Environmental Assessment Report, Ecological Surveys, Heritage or Tree Reports, Contaminated Land or Flood Risk Assessments, Public Inquiry Commitments or standard requirements such as EA consent.

3.2 The REAC should be in a table format with headings allowing for:

- Clear and specific description of the Action;
- The objective of the Action;
- How the Action is to be implemented/achieved;
- The source of the Action, including references for source documentation;
- Naming of the person responsible for the Action i.e. Principal *Contractor* or Environmental Manager;
- Achievement criteria and reporting requirements;
- The project stage or date of implementation and/or achievement;
- Details of any monitoring required, what should be monitored and how results should be used to effect necessary action;
- Date and signature for completion of Action.

3.3 Where it is required that an Action must be monitored to determine success the details of monitoring, success criteria, reporting requirements and trigger level for remedial works should be clearly defined.

COMMUNICATION AND TRAINING

It is important that all individuals involved in the construction of the project are aware of the environmental risks associated with their activities and their responsibilities in respect of avoiding environmental damage. They should be aware of the procedures and processes within the CEMP that are relevant to their specific activities. This applies to all staff, sub *Contractors* and visitors to the site such as suppliers who have the potential to cause environmental damage. As with health and safety management it is important that communication, training and briefing plans take account of these needs.

ADDITIONAL INFORMATION

5.1 Feedback should be provided through the email address below to help improve the performance of standards.

StandardsFeedback&Enquiries@highways.gsi.gov.uk

REFERENCES

British Standards Institution, 1996, as amended). *BS EN ISO 14001. Environmental Management Systems – specification with guidance for use.*

Institute of Environmental Management and Assessment (IEMA), 2008. Environmental Management Plans. Practitioner Best Practice Series, Volume 12.

GLOSSARY

AMOR: the outcome based Asset Maintenance and Operational Requirements which are a key component of the new Asset Support Contracts for network management.

CEMP: Construction Environmental Management Plan,

EMP: Environmental Management Plan

Environmental coordinator: the individual responsible for coordinating all environmental parts of a project

Environmental Management Plan: a practical tool for managing the environmental effects of a specific project, forming a structured plan for ensuring environmental commitments and actions are accurately recorded and implemented effectively on the ground.

Environmental Management System: a structured framework for managing an organisations environmental impacts, e.g. in compliance with ISO140001.

PCF- Project Control Framework - Identifies stages of project development and delivery including the processes to be followed and products required

PCF Stage 0 –Strategy, Shaping and Prioritisation: the pre-project initiation stage where a problem is investigated and the potential for project is assessed, evaluated and prioritised.

PCF Stage 1 - Option Identification: the stage when the options to respond to the problem are identified for public consultation.

PCF Stage 2 - Option Selection: the stage when the preferred option to be implemented to resolve the problem is selected.

PCF Stage 3 - Preliminary Design: the preliminary design of the chosen option that most successfully achieves the project objectives.

PCF Stage 4 – Statutory Procedures and Powers: The stage at which the acceptance of the draft development consent order and application and environmental assessment are published and considered, culminating in Secretary of State’s decision or equivalent.

PCF Stage 5 Construction Preparation: the stage when the detailed design work is undertaken and advance works are undertaken prior to construction (if required)

PCF Stage 6 Construction, Commissioning and Handover: the construction stage through to completion and handover into operation and maintenance

PCF Stage 7 Closeout: the stage at which any outstanding works are completed, the final account is agreed and the review of project delivery is completed.

REAC: Register of Environmental Actions and Commitments

SWMP: Site Waste Management Plan

IAN 184/14 Annex A: Indicative contents of an outline EMP

The indicative contents outlined below show what would be contained within a fully comprehensive EMP. The contents of an EMP should be proportionate to the size, scale and sensitivity of the project and should not contain information that is in excess of requirements. The Highways Agency should be contacted for further guidance as required.

Outline EMP

- Introduction & background: giving a brief summary of the project, any relevant strategy or programme context and the purpose of the EMP
- Environmental risk assessments: detailing the environmental risks associated with all activities on the project, the mitigation measures to remove or reduce the risks and assigned responsibilities for the risks
- Description of proposed design and proposed management of that design identifying individuals responsible.
- Environmental Actions and Commitments Register REAC: a record of the project specific environmental actions and commitments to be implemented and managed through all stages of the project (see Section 3 for more detail).

IAN 183/14 ANNEX B: Indicative contents of CEMP

- Introduction & background: giving a brief summary of the project, any relevant strategy or programme context and the purpose of the CEMP.
- Project team roles and responsibilities: particularly important where there are multiple organisations involved in a project, e.g. several subcontractors. This section should also detail where queries should be directed within the team (including contact details), and escalated up to technical specialists as required
- Induction, training and briefing procedures for construction staff: detailing procedures to ensure construction staff receive an adequate introduction to the environmental aspects of the project, a site induction and training (if this information is contained in other documents, an appropriate cross reference should be provided, rather than replication of information)
- Environmental Actions and Commitments Register REAC: see requirements in Section 3.
- Consents, commitments and permissions: this should provide a record of the consents and permissions from Statutory Bodies and other stakeholders and any commitments made to them.
- Key environmental legislation. This should not be an exhaustive list but relevant information only. Where a project follows from a high level strategy or plan these requirements should also be listed.
- Protection of sensitive areas: detailing how sensitive areas within, adjacent to, and off the site are to be protected during the design, construction and maintenance of works
- Environmental risk assessments: detailing the environmental risks associated with all activities on the project, the mitigation measures to remove or reduce the risks and assigned responsibilities for the risks
- Environmentally significant changes: detailing procedures to be followed if any significant changes are encountered once a project commences and the grounds which would result in a change to the CEMP, e.g. the use of alternative construction methods or design. This should also detail who has responsibility for overseeing and assessing the environmental and compliance implications of changes and managing any changes to existing agreements or commitments
- Environmental monitoring requirements: setting out what monitoring needs to be undertaken, by who and the associated reporting requirements
- Procedures for monitoring and reviewing compliance with the CEMP: e.g. daily/weekly/monthly inspection/audit reports and procedures for rectification of failings.

- Summary of procedures: to be followed in the event of an environmental emergency or breaching of EMP measures
- Annexes: there should be a number of annexes including: (or cross references to other documents where relevant information is held)
 - Site Waste Management Plans, Landscape Management Plans and any other management plans relating to the works
 - References to other relevant information, such as the construction programme, project completion report, design drawings, details of consultation and communication, meeting minutes, reports, technical notes etc.
 - Record of management actions undertaken during construction and implementation and the outcomes
 - Environmental method statements:
 - Record of environmental monitoring undertaken during construction
 - Record of environmental incidents

IAN 183/14 ANNEX C: Indicative contents of HEMP

- Cover sheet: to record project title, issue number and date etc.
- Glossary and abbreviations
- Contents page
- Introduction & background: giving a brief summary of the project, any relevant strategy or programme context and the purpose of the EMP.
- All previous records contained in the Register of Environmental Actions and Commitments REAC along with current status and details of revisions made to environmental commitments and actions during the construction and establishment Period. This should include future maintenance and operation requirements: a record of the environmental commitments and actions to be implemented and managed in the future.
- Consents, commitments and permissions: this should provide a record of the consents and permissions from statutory bodies and other stakeholders and the commitments made.
- Cross references to environmental assessment documentation: e.g. Environmental Statement, environmental assessment reports, project correspondence, results of site monitoring, baseline studies etc.
- As Built Drawings and access arrangements
- Environmental asset data in accordance with requirements of IAN 84/10. Importantly this should include details of all relevant ongoing commitments identified in bullets 5 and 6 above.
-
- Details of maintenance activities (e.g. routine grass cutting) undertaken by the *Contractor* during the Establishment Period: should also include any problems encountered and recommendations for remediation
- Environmental risk assessments: detailing the environmental risks associated with all activities on the project, the mitigation measures to remove or reduce the risks and assigned responsibilities for the risks
- Environmental monitoring requirements: setting out what monitoring needs to be undertaken, by who and when to report on the performance of the design, achievement of environmental objectives and delivery of commitments
- Annexes:
 - Site Waste Management Plans, Drainage Management Plans and other management plans relating to the works (or cross references to these documents)

- References to other relevant information, such as project completion reports, Environmental Proposal Plan, details of consultation and communication, meeting minutes, reports, technical notes etc.
- Record of management actions undertaken during construction and implementation and the outcomes
- Final environmental investigation reports for example those relating to protected species/ habitats and cultural heritage investigations. It is most important that the final academic reports relating to archaeological investigations are completed promptly and their production clearly included within the development of the HEMP.
- Record of environmental monitoring undertaken, together with reports confirming the findings and where appropriate recommendations for future action.
- Record of relevant environmental incidents

Annex I - Inclusion Action Plan

Guidance for *Contractors*

The *Client's* objective is to embed the principles of equality, diversity and inclusion into all areas of our business, driving real change in how we work with our customers and communities, our supply chain and our employees. We believe that in order to achieve our vision of being the world's leading road operator we must better understand and meet the different needs of our large and diverse customer base and factor these needs in to the design and delivery of service.

This requires us to work collaboratively with partners so that our workplaces are inclusive and the strategic road network is accessible and integrated for both our users and communities living alongside the network. We therefore require our suppliers to demonstrate how they develop an iterative approach in supporting the *Client* in meeting its equality, diversity and inclusion objective through the life of the contract. We also believe that to achieve outstanding performance we must attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. The *Client* expects its suppliers to share the same values in terms of Equality, Diversity and Inclusion as well as supporting our wider vision.

The Inclusion Action Plan covers the key areas of Equality and Diversity, and Inclusion.

The Action Plan is to be accompanied by some contextual information including reference to suppliers' key relevant policies. The Action Plan relates specifically to the project you are contracted for. Key relevant policy documents such as suppliers' equality and diversity policies (or equivalent) can be appended.

All relevant information for the submission is to be included and the total Action Plan does not exceed [20] pages with the exception of any appendices. Any appendices only includes relevant policies as any other information will not be considered. Within the action plan outline how you ensure that EDI requirements are met within your organisation and cross your team selected to deliver this service paying particular attention to how you

- attract, recruit and retain a greater diversity of new entrants to the sector,
- ensure the working culture, practice and environment enables everyone to perform to their full potential,
- consider the diverse needs of customers and neighbouring communities,
- hold yourselves and your supply chain to account in delivering the above,
- monitor and evidence year on year improvements and
- describe what success looks like for your organisation.

Action Plan Structure

- current position/baseline - what does your baseline data say about where you are (this should provide some guidance as to the additional actions to be taken or actions to be dis/continued. The Equality Act's protected characteristic groups are: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion/ belief and sexual orientation
- action/task – what you do to meet the requirements
- when does this happen – when do you take the action specified above
- person responsible – who is responsible for this action
- resource - you may also want to consider the resources needed to take action over and above the responsible officer
- measure of success (outcome/Performance Indicators) – what does success look like? how do you know it has made a tangible difference? And the difference this activity has made.

Inclusion Action Plan							
	Inclusion objective	Baseline position – how and what did you use to you get here?	Action/ task to meet requirements	When	Person responsible	Measure of success (MoS) – what difference has this made	
1	Employment - Outline the steps you will take to attract, recruit and develop a greater diversity of talent to meet the workforce needs of the contract.						
2	Employment – outline the steps you will take to create a working environment and culture that enables everyone to perform to their potential						
3	Customer and communities – outline the steps you will take to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the project						
4	Governance and accountability - describe how you will hold yourselves and those in your supply chain to account in delivering the and monitoring the difference made in relation to the above						

The areas covered above are objective areas that the *Client*, as a minimum, expects suppliers to include. Additional objectives can be added to those already included above. Any additional objectives will vary depending on the situation of the company and in relation to the contract.

Annex J - Project Risks

The *Client* has carried out a risk assessment of the project and set out the list of risks below.

- Ground Conditions
- Weather
- Integration of works with Preliminary Works Contractor
- Integration of works with statutory undertakers
- Integration of works with Highway Authority customer objectives
- Integration of works with Main Works Contractor
- Provision of sufficient resources to meet Main Works programme requirements
- Failure to achieve DCO / OEMP consents and approvals to meet programme requirements
- Protestor action
- Unexpected archaeology is discovered during works

Annex K – Quality Table

Failure	Quality Management Points	Period of effect
Failure to appoint a Quality Manager or to replace the Quality Manager when instructed by the <i>Client</i>	25	Until audit confirms that failure corrected
Failure to have a complete Quality Plan in place and operating	25	Until audit confirms that Quality Plan complete and operating
A Quality Plan does not comply with the requirements of the contract	10 per failure	Until audit confirms that Quality Plan complies
Failure to identify a Non-Conformity and raise a Non-Conformity report	5 per Non-Conformity	6 months
Failure to raise a corrective action report and to correct a Non-Conformity in the time and manner set out in the corrective action report <i>(see note 1 below)</i>	10 per failure	Until failure corrected
Failure to correct Quality Plan in the time and manner set out in a corrective action report <i>(see note 1 below)</i>	10 per failure	Until failure corrected
Failure to implement recommendations in audit report <i>(see note 1 below)</i>	5 per recommendation	Until audit confirms that recommendation implemented
Failure to carry out internal audit	15 per audit	Until audit carried out
Carrying out work without release of hold point	10 per item	6 months
Failure to make records available for inspection by the <i>Client</i>	10 per failure	Until the records are made available
Failure to allow access for <i>Client</i> audits	10 per failure	Until access is allowed
Failure to have a complete HSMM Action Plan in place and operating as required by the contract	25 per failure	Until audit confirms that HSMM Action Plan complete and operating

Failure	Quality Management Points	Period of effect
Failure to update HSMM Action Plan as required	10 per failure	Until audit confirms that HSMM Action Plan updated
Failure to take an action detailed in the HSMM Action Plan (see note 1 below)	10 per failure	Until failure corrected
Failure by Contractor to accrue Quality Management Points that should have been accrued	The number of Points that should have been accrued	The period applicable to the failure that should have accrued Points
	plus an additional number of Points equivalent to the Points that should have been accrued	6 months from the date when the additional Points were accrued
<i>Note 1: For these failures additional Points are accrued at each audit until an audit confirms that rectification/correction/implementation/action has taken place.</i>		

Annex L Taking over certificate

[Title of the *Services*:].....

Part of the *Service*:

[Describe the part or state "the whole of the service"]

Contractor's Statement

We certify that

- we have done all the work which the Scope states is to be done before Completion of the part of the *service* described above and
- we have corrected notified Defects which would have prevented the *Client* from using the part of the *service* and others from doing their work.

Signed:

Contractor's Director

Name:

Date:

Operating Authority's Acceptance

I accept that this part of the *service* is ready for use by Highways England

Signed:

for Operating Authority

Name:

Date:

Client's Certificate

The date upon which the *Client* took over the part of the *service* described above is
.....

Signed:

Client

Name:

Date:

Annex M - Procurement through Category Purchase Agreements (excluding technology Category Suppliers)

Category Purchase Agreements and the list of categories are available at <http://www.highways.gov.uk/about-us/procurement/supplier-selection-and-development/category-management/> [Update link as required].

Prior to entering into any subcontract for the for the bulk purchase of materials, works or services (excluding traffic management technology), the *Contractor*

undertakes market testing of contract requirements against Category Purchase Agreements, or

for categories where no Category Purchase Agreement is in place; obtains contract specific quality and methodology submissions from potential suppliers (in addition to complying with the requirements identified at S 315.78 – S315.89).

The *Contractor* provides this information to the *Client* [insert timescales].

When instructed by the *Client* to enter into a contract with a Category Supplier, the *Contractor* manages the procurement process and any secondary competition in accordance with the “Framework Information” for the Category Purchase Agreement.

The *Contractor* provides full visibility to the *Client* of the procurement process for the selection of any Category Supplier.

CATEGORY MANAGEMENT PRINCIPLES

[Compiler to revise the text below to reflect the timing of the appointment of the *Contractor* and seek the agreement of the CATMAN team to any proposed changes.]

Category Management is a key element of the *Client*'s Procurement Strategy ‘Delivering Sustainable Value through Supply Chain Management’ and as such

1. all relevant contract elements are tested by the *Contractor* against the *Client*'s Category Management (CM) framework where such agreements exist. These are
 - a. Pavement
 - b. [Surface Treatments] and
 - c. [Traffic management technology]

[Insert any additional CM frameworks that may have been added and remove any of the above which have expired]

2. any proposal not to use the *Client*'s CM arrangements is submitted to the *Client* for approval outlining why CM arrangements do not deliver value,
3. any assessment of options for delivering CM works or services elements takes account of any identified whole life cost savings and non-financial factors, such as health and safety benefits, in addition to the initial capital cost,
4. Input into the Stage One is obtained by the *Contractor* from the *Client*'s Category Management framework suppliers during the development stage of the contract and is encouraged,
5. where availability to employ professional services through CM frameworks exists, the *Contractor* may choose to employ these services during and beyond the Development

- Stage of a contract. Subject to the *selection procedure* in the applicable CM framework, in this instance the *Contractor* may propose a direct award of CM works at Delivery stage to a preferred CM supplier without the requirement for further competition. Any proposal demonstrates value for money and is subject to prior acceptance by the *Client*,
6. in circumstances where the *Contractor* has employed professional services through a *Client's* CM framework, the *Contractor* is not obliged to direct award the works at Delivery stage. In this instance the *Contractor* follows the CM framework *selection procedure* to identify a CM framework supplier to deliver the works requirements,
 7. the *Contractor* liaises with the *Client* to identify and plan a programme that allows the CM framework procurement and associated governance procedures to be implemented within the requirements of the overall project programme, **[Insert the process / procedure to be followed]**
 8. where the *Client's* approval is obtained not to use CM frameworks for CM works elements, the proposed subcontractors and associated subcontract conditions are submitted for acceptance in accordance with the *conditions of contract* (clauses 26.2 and 26.3),
 9. where the *Client's* approval is obtained not to use CM frameworks for CM works elements. When the *Contractor* proposes to use "in-house" arrangements, the *Contractor* demonstrates that the price is at open market or competitively tendered prices in accordance with the contract, and
 10. if so required by the *Client*, the *Contractor* procures that a subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Service. The *Contractor* procures that the conditions of contract between the subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the subcontractor does not change them unless the *Client* agrees.

Annex N - Procurement through Category Purchase Agreements – Technology Category Suppliers

When instructed by the *Client*, the *Contractor* enters into a contract with a Category Supplier for the procurement and installation of roadside technology, pursuant to the Category Purchase Agreement with the Crown Commercial Service (formerly Government Procurement Service, GPS), namely, the Traffic Management Technology Framework (TMTF).

Unless otherwise specified in the Scope or instructed by the *Client*, the *Contractor* manages the procurement process and any secondary competition in accordance with the TMTF and monitors expenditure and performance against the agreed TMTF Task.

Unless otherwise specified in the Scope or instructed by the *Client*, the *Contractor* arranges and manages installation.

Signs and signals

Signs and signals are procured against agreed *Client* specifications and are based on forecasts provided by the *Contractor*.

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*

The *Contractor* will procure a supply, install and commission task order and procure maintenance spares based on suppliers failures modes effect analysis

When Plant passes all Site acceptance testing, responsibility for maintenance transfers to the *Client*.

CCTV

CCTV is procured against agreed *Client* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*.

Roadside Infrastructure Plant

Roadside infrastructure Plant is procured against agreed *Client* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*.

Cable

Cable is procured against agreed *Client* specifications

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*

Emergency Roadside Telephones (ERTS) and Traffic Monitoring Plant (NTIS & MIDAS)

ERTS, NTIS and MIDAS Plant is procured against agreed *Client* specifications.

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*.

HADECS3

HADECS3 is procured against agreed *Client* specifications.

The *Contractor* arranges and manages maintenance in accordance with Home Office Type Approval requirements.

On expiry of the warranty period, responsibility for maintenance transfers to the *Client*.

For a limited period HADECS3 is procured as set out below

The *Client* operates the tender letting process through the framework contract (1/208 Highways England's Digital Enforcement Compliance System) and undertakes competition, based on forecasts provided by the *Contractor*.

Supply and installation under the framework contract (1/208 Highways England's Digital Enforcement Compliance System) runs until the achievement of the financial limit of the framework contract (1/208 Highways England's Digital Enforcement Compliance System).

Maintenance under the framework contract (1/208 Highways England's Digital Enforcement Compliance System) runs until the earlier of

2024, or

the achievement of the financial limit of the framework contract (1/208 Highways England's Digital Enforcement Compliance System)

Annex O Glossary

ACoW – Archaeological Clerk of Works

AER – Archaeological Excavation and Recording

AESR – Archaeological Evaluation Strategy Report

AMR – Archaeological Monitoring and Recording

API – Application Programme Interface

APT – Archaeological Project Team

BMF -Behavioural Maturity Framework

BPSS – Baseline Personal Security Standard

CDM Regulations– Construction (Design and Management) Regulations 2015

CEMP – Construction Environmental Management Plan

CIP – Complex Infrastructure Projects

CP – Communications Plan

CRP – Community Relations Plan

DAMS – Detailed Archaeological Method Statement

DBS – Disclosure and Barring Service

DEM – Digital Elevation Model

DfBB – Driving for Better Business Commitment

DTM – Digital Terrain Model

EDI – Equality, Diversity and Inclusion

ESP – Employment and Skills Plan

EPL – European Protected Licence

GDPR – General Data Protection Regulation

HMAG – Heritage Monitoring and Advisory Group

HMP – Heritage Management Plan

HSE – Health and Safety Executive

~~**HSMM** – Health and Safety Maturity Matrix~~

IOSH – Institution of Occupational Safety and Health

IPR – Intellectual Property Rights

INNS – Invasive Non-Native Species

LiDAR – Light detection and Ranging

MP – Major Projects

MS – Method Statement

NVQ – National Vocational Qualification

NEBOSH – National Examination Board in Occupational Safety and Health

NILO – National Incident Liaison Officer

OASIS – Online Access to the Index of archaeological investigations

OEMP – Outline Environmental Management Plan

OD – Operations Directorate

OWSI – Outline Written Scheme of Investigation

OUV – Outstanding Universal Value

PACE – Public Archaeology and Community Engagement

PBA – Project Bank Account

PCF – Product Control Framework

PEAR – Post Excavation Assessment Report

PI – Performance Indicator

PPN – Procurement Policy Note

PW – Preliminary Works

RAMS – Risk Assessment Method Statement

RCC – Regional Control Centre

RIS – Road Investment Strategy

~~**SCHSMM** – Supply Chain Health and Safety Maturity Matrix~~

SCRIP – Stakeholder and Community Relations Plan

SES – Safety, Engineering and Standards

SeMP – Security Management Plan

SGAR - Stage Gate Assessment Review

SME – Small and Medium Enterprises

SMR – Strip, Map and Record

SPF – Security Policy Framework

SSEN – Scottish and Southern Electricity Networks

SSPM – Scheme Specific Performance Measures

SSWSI – Site Specific Written Scheme of Investigation

StART – Strategic Alignment Review Tool

Highways England
A303 Amesbury to Berwick Down Archaeological Works

Scope

TPA – Technical Partner’s Archaeologist

WBA – Work Breakdown Structure

WHS – Stonehenge, Avebury and Associated Sites World Heritage Site

WRRS – Work Related Road Safety

WSHER – Wiltshire and Swindon Historic Environment Record

Annex P Definitions

Defined Term	Definition
Archaeological Project Team	means the <i>Contractor's</i> project team responsible for delivering the <i>service</i>
Archaeological Method Statements	describe the specific protection and other mitigation measures to be applied where archaeology or heritage assets are to be preserved
Archaeological Research Agenda	Is section 4 of the DAMS, that sets out the overarching research themes and questions that underpin the archaeological mitigation requirements and methodologies, for further development in SSWSIs
Archaeological Research Design	sets out how the Archaeological Research Agenda and research aims and objectives of the Site Specific Written Schemes of Investigation can be addressed at the analysis stage
Archaeological Works	Means archaeological mitigation and post mitigation activities (the <i>service</i>) that are carried out in advance of and during the Main Works by the <i>Contractor</i> as set out in this Scope
Best Practicable Means	Has the meaning given in section 72 of the Control of Pollution Act (CoPA) 1974 and Section 79 of the Environmental Protection Act 1990
CDM Regulations 2015	Is the Construction (Design and Management) Regulations 2015 (SI 2015/51)
Construction Environmental Management Plan	is the document (or set of documents) that sets out the mitigation needed to manage environmental effects associated with the construction of the scheme and referred to in the OEMP
Construction Phase Plan	is the construction phase plan as defined in the CDM Regulations 2015
Early Warning Register	<p>means a register, maintained by the <i>Contractor</i>, of matters which are</p> <ul style="list-style-type: none"> • listed in the Contract Data for inclusion and • notified by the Client or the <i>Contractor</i> as early warning matters. <p>It includes a description of the matter and the way in which the effects of the matter are to be avoided or reduced</p>

Environmental Statement	Means the document of that description referenced in schedule 12 (Documents to be certified) [Article 55] of the DCO
Esso	Means Exxon Mobile, owner and operator of the Fawley to Avonmouth oil pipeline
Handover Environmental Management Plan	Is the environmental management plan refined at the end of the construction stage to support future management and operation and developed in accordance with the requirements of the OEMP
Heritage Management Plans	identify the methods by which the Historic Environment will be protected during the Preliminary Works and the Main Works
Heritage Monitoring and Advisory Group	consisting of Historic England and Wiltshire Council as statutory consultees and the National Trust and English Heritage as major landowners and heritage managers in the WHS; informs and advises Highways England in respect of the A303 Amesbury to Berwick Down (Stonehenge) scheme, where it relates to the WHS and its Outstanding Universal Value (OUV), in relation to the historic environment
LiDAR	surveying method that measures distance by illuminating the target with laser light and measuring the reflected light with a sensor
Main Works	the detailed design and construction of the A303 Amesbury to Berwick Down (Stonehenge) scheme
Main Works Contractor	the contractor appointed to construct the Main Works
National Vocational Qualification (NVQ) Level 6 Diploma	Is a professional health and safety qualification for health and safety managers and supervisors and equal to a bachelor's degree on the UK qualification framework
NEBOSH Construction certificate	Is a UK health and safety qualification for the construction industry
Outline Environmental Management Plan	Provide a framework from which the CEMP will be developed outlining the measures to be taken on a construction project to avoid, minimise or mitigate effects on the environment
Outstanding Universal Value	means the cultural significance of the Stonehenge and Avebury WHS which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity

Post Excavation Assessment Report	Means a report that details the excavations, outlines significance of results, and recommends analysis, reporting and publication
Preliminary Works	work undertaken to support the delivery of the A303 Amesbury to Berwick Down (Stonehenge) scheme before the Main Works Contractor commences work, including <ul style="list-style-type: none"> • minor highways work, • ecological mitigation and • utilities diversions and installations.
Preliminary Works Contractor	the contractor appointed to provide the Preliminary Works
Principal Contractor	Is the contractor appointed to fulfil the role of Principal Contractor in accordance with the Construction (Design and Management) Regulations 2015
Project Control Framework	Sets out how the Client manages and delivers major improvement projects
Project Road	Means the A303 trunk road within the Task Order Areas
Protester	any person or persons engaged in Protester Action
Protester Action	Means any action taken by any person or persons protesting against the carrying out of any part of the works or use of the Project Road, or users of the Project Road, or of roads in general which directly or indirectly affects performance of the works including action or threatened action which results in <ul style="list-style-type: none"> • increases in the Defined Cost of performing the works (including increased security costs) and • delays in performing the works.
Public Archaeology and Community Engagement	activities will communicate the results of the archaeological evaluation and mitigation programmes to local communities, visitors to the WHS and travellers passing through it; and wider national and international audiences.
Sections	Means the three Sections of the Archaeology Works <i>service</i> described in S201 of the Scope
Site Specific Written Schemes of Investigation	set out in detail the specific mitigation measures, research aims and objectives for relevant areas of the site, to be carried out as part of the Archaeological

	Works, for approval by Wiltshire Council in consultation with Historic England
Soils Management Strategy	details the soils management measures that are to be utilised during delivery of the <i>service</i>
Solstice	Means the day containing either of two (2) times a year when the sun is at its greatest angular distance from the celestial equator, which occurs on one (1) day in June for the summer solstice and one (1) day in December for the winter solstice for the northern hemisphere
Scottish and Southern Energy	Provides utility service and distributes electrical power in the southern part of the UK
Southern Gas Networks PLC	Provide utility services and distribute gas in the southern part of the UK
World Heritage Site	has the meaning given in the Environmental Statement forming part of the Development Consent Order (DCO).