

**Highways England Company Limited**

**NEC4 Term Service Contract**

**(June 2017 with amendments January 2019)**

**SCOPE**

in relation to a *service* for

**Archaeology Framework**

July 2020

CONTENTS AMENDMENT SHEET

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| ***CLIENT*’S SCOPE** |
| [The Scope is prepared following the general guidance set out in the NEC4 ‘preparing a term service contract – Volume 2’. Include the following provisions as applicable. If a section or subsection is not required, then insert the statement “Not used”.  Guidance relating to each Scope section and checklist of optional topics are provided below.  The following structure can be changed, but entries contained should be included unless they do not apply.  This contract is provided for the award of a *Contractor* for a specific project or activity.  **Note to compiler**  **Transparency of standards requirements:**  Note following the recent Court Judgment in C386/10 Commission v Netherlands   * all relevant standards need to be transparently listed to enable tenderers to determine the subject of the contract, * all reference documents are to be hyperlinked rather than referred to.   The Scope is a complete and precise statement of the *Client*’s requirements. It may be used for the pricing of a project prior to contract award and is used in the delivery.  Scope is drafted in accordance with the three key objectives of the NEC, namely flexibility, clarity and stimulus to good management.  Entries in red are to be determined by the compiler and these should be reviewed and changed to black text as appropriate.  Entries contained within red brackets ‘**[ ]’** are to be determined by the compiler and these need to be accepted or changed as appropriate and agreed by the Procurement Officer.  Guidance and notes to compilers are also given in **red** or comment boxes and must be removed during compiling and prior to publication of the tender documents.  Text in **black** is mandatory text and must not be changed.  Any proposed departures from the approach set out in this model contract document are to be discussed and agreed between the Procurement Officer and the contract policy owner/ Contract Development and Assurance (CDA) team.  In NEC4 contracts, any term that is identified in the Contract Data, is written in italics and does not therefore need re-formatting, e.g. Client is an identified term.  In NEC4 contracts, capital initial letters are used for a word or phrase that is a defined term and therefore do not need grammatically correcting, e.g. ‘Provide the Works / Service / Service / Goods and Services’ is a defined term.  Terms used in the Scope should match with both parts of the Contract Data and with the conditions of contract which includes the Z clauses.  **IMPORTANT: Any documents referenced within this document (e.g. specification) should be available to the *Contractor* (or the Tenderer at tender stage). This availability may be electronic (e.g. website), public domain (e.g. published book) or by providing a contact from where the documents may be obtained.**   1. **Governance**   The internal governance process for compiling and approving the Scope for an individual project is as set out in Commercial and Procurement Contract Control Framework (CCF) Processes   * 4.2 Producing Documentation * 4.3 to 4.6 Procurement Development Group Approval to Proceed to Line of Defence (LOD) Stage(s) & Completion of LOD Stages 0 to 3] |

[Table of Annex review and amend as needed, where an annex is not used under the project add “Not Used” under name of annex]

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| Table of Annexes | |
| **Annex Number** | **Name of Annex** |
| 01 | Schedule of Definitions |
| 02 | Reference Documents |
| 03 | Insurance |
| 04 | Security & Identification of People |
| 05 | Customer Requirements |
| 07 | Supply Chain Alignment |
| 08 | Data Protection |
| 09 | Information Systems & Security |
| 10 | Quality Management |
| 11 | Continual Improvement |
| 12 | Communication |
| 14 | Form of Novation (Contractor to new Contractor) |
| 15 | Health and Safety |
| 17 | Category Management Purchase Agreements |

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| S 100 Description of the *service* | |
|  | [The *Client’s* overall objectives for the contract may be stated, so that the *Contractor* understands the context in which it Provides the Service and can work with the *Client* to achieve them.  Other relevant S 100 series information as appropriate.  The description for the *service* should not conflict with the OJEU notice description for the contract or conflict with the description of the *service* in the Contract Data.] |
| S 101 Identified and Defined Terms | |
| S 101.1 | Defined terms not defined in the *conditions of contract* have the meaning given in Scope **Annex 01**. |
| S 105 Overall objectives | |
| S 105.1 | The purpose of this section is to communicate the *Client*’s vision, values, outcomes and the key objectives of this contract. Outlining the *Client*’s expectations regarding how the *Contractor* supports delivery of these. |
| About the *Client* | |
| S 105.2 | 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. |
| S 105.3 | 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. |
| S 105.4 | The *Client’*srole is to deliver a better service for road users and to support a growing economy. It operates, manages and improves the strategic road network in the public interest and maintains the network on a day-to-day basis and provides effective stewardship of the network’s long-term operation and integrity. |
| The *Client’s* Vision | |
| S 105.5 | The *Client’s* vision, as set out in the Road Investment Strategy (RIS), (see link in **Annex 02**) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. The *Client* plays 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 | |
| S 105.6 | 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 haveand * **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 105.7 | The *Client*’s imperatives set out what it does and the *Contractor* aligns with these imperatives and supports the *Client* in achieving the *Client’*s outcomes. |
| The *Client’s* Values and Expectations | |
| S 105.8 | The *Client’s* values are   * **safety** – “we care about our customers, delivery partners and workforce and strive to see that no one is harmed when using or working on our 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 105.9 | The *Client*’s values describe how it delivers its vision and imperatives, how it treats others expect to be treated, how it wants to be seen as an organisation and how it does business. |
| S 105.10 | 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. |
| The *Client’s* Outcomes | |
| S 105.11 | The Strategic Business Plan 2020 – 2025 (see link in **Annex 02**) sets out the *Client*’s main activities to improve the capacity and performance of the network and how the *Client* will do it. |
| S 105.12 | This 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 * balancing the need for development with conserving and enhancing the historic environment |
| S 105.13 | This is achieved through   * planning for the future, * growing capability, * building relationships, * efficient and effective delivery, * improving customer interface and * avoiding or reducing negative impacts to the historic environment through sensitive design or appropriate mitigation measures. |
| Contract Core Principals and Key Objectives | |
| S 105.14 | [Insert the contract specific core principles and objectives. If there are none insert “Not Used”.] |
| S 106 Reference documents | |
| S 106.1 | References to documents within this Scope can be found in **Annex FI 1** or **Annex 02**. |
| S 110 General Description of the *service* | |
| S110.1 | The *Client’s* obligations to historic environment  The *Client* has developed its responsibilities to cultural heritage as part of its trunk-road network management. This is reflected in major revisions to its guidance and advice in both the Design Manual for Roads and Bridges (DMRB) (see link in **Annex 02**) and the National Policy Statement for National Networks (NPS NN) (see link in **Annex 02**). |
| S 110.2 | [Provide a general description of the servicesincluding project specific objectivesto be carried out under the contractand what work is to be completed in each Phase (if applicable), including for example   * general arrangement and location drawings, * description and scope of the works and * site location/working areas.   Do not repeat the definition of the services.  The general description must be consistent with the description in Contract Data part one and identify the outline scope of the servicesto be provided. A general description of the *Contractor’s* design responsibility may be included here. A detailed description is included in section S 300.  List any Detailed Local Operating Agreement requirements (unless included in S 435). Consult with [MPPCF@highwaysengland.co.uk](mailto:MPPCF@highwaysengland.co.uk) for details.  A description of services to be undertaken by the *Client* or Others is contained within S 900.  Where PCF applies, add note: State at which PCF Stage the contract is being awarded and provide an outline of how developed the *services* are at that stage.]  The *Contractor* delivers all work undertaken below as appropriate.   * All work undertaken for each stage outlined below conforms to the appropriate professional guidance as set out by professional bodies, including * the Chartered Institute for Archaeologists, * Historic England, * Association of Local Government Archaeological Officers and * Federation of Archaeological Managers and Employers.   Specialist services – Stage 3   * Detailed design and implementation of investigations. The *Contractor* supplies non-intrusive and intrusive archaeological investigations as appropriate, at the direction of the *Client*. These activities include   + a project-wide, overarching investigation strategy, where appropriate,   + walkover surveys to assist preliminary historic building structural appraisal,   + walkover surveys: archaeological baseline, asset setting, historic landscape etc,   + geophysical survey design, implementation and reporting and archiving of data,   + archaeological trial trench investigation design, implementation, reporting and archiving of materials,   + geoarchaeological investigation design, implementation, reporting and archiving of materials,   + palaeolithic investigation design, implementation, reporting and archiving of materials,   + the design, implementation, reporting and archiving of archaeological standing building appraisals,   + the design, implementation, reporting and archiving of earthwork surveys and   + management of the archaeological/ heritage specialist supply chain to input in to and supervise the design and implementation of archaeological/ heritage investigations delivered to time, cost and performance outcomes, under the supervision of the *Service Manager*   Specialist services – Stage 4   * Mitigation measures include * avoidance, preservation by burial or investigation in the case of archaeological remains, * relocation, photographic or drawn to scale surveys in the case of historic buildings, * recording, information panels or landscape works in the case of impacts on historic landscapes and * reduction to impact on setting through screening or landscaping.   2019 Design Manual for Roads and Bridges Sustainability & Environment Appraisal LA 106 Cultural heritage assessment (see link in **Annex 02**).   * Detailed archaeological mitigation design. The *Contractor* supplies detailed archaeological mitigation design for the *Client*. These activities include   + archaeological mitigation strategies,   + the detailed design of archaeological and built heritage mitigation, including fieldwork, post-excavation and archiving,   + development of H&S plans for executing works,   + assume principal contractor responsibilities under CDM regulations, where appropriate,   + integration of mitigation within the preliminary/ enabling works and early-stage construction programmes,   + community archaeology and public engagement and   + risk management. * Detail within mitigation design includes   + Detailed Archaeological Mitigation Strategies (DAMS),   + specialist inputs into the Operational Environmental Management Plan (OEMP) where applicable,   + methodologies for hand-excavation, sampling and recording,   + methodologies for machine-directed excavation,   + integration of community archaeology within the fieldwork programme and the development of collaboration arrangements with local interest groups (historic societies, museums etc),   + topographic survey,   + artefact processing and conservation,   + digital data manipulation,   + environmental deposit analysis and reporting and   + health, safety & welfare. * The DAMS describes the required archaeological works. The implementation of the works in the DAMS is a requirement of the OEMP and * The DAMS requires the *Contractor* to prepare detailed documentation regarding the planning and implementation of the archaeological works, for acceptance by the *Service Manager* in consultation with heritage stakeholders, before each element of the archaeological works or services can commence. * In brief, they include the following elements   a Heritage Management Plan (HMP) identifying the relevant DAMS and OEMP requirements and the *Contractor’s* proposed response to these,  method statements setting out the working method proposed for relevant HMP activities in order to implement the requirements of the DAMS and the OEMP and  Site Specific Written Schemes of Investigation (SSWSIs) identifying in detail the archaeological aims, objectives and methods to be employed in implementing the requirements of the DAMS in each specific location(s).  Specialist services – Stage 5  **Undertaking archaeological mitigation**   * Archaeological mitigation works are anticipated to be completed after Development Consent Order (DCO) acceptance. Sites identified for archaeological mitigation are described in the DAMS. * The archaeological mitigation works comprise two principal requirements for on-site works * preservation of archaeological sites in situ (some require small scale investigation) and * archaeological recording of assets to be removed by the contract.   Specialist services – Stage 6   * In addition to these on-site works, the archaeological mitigation programme requires off-site works. These works include * concurrent with the archaeological investigative site works, material, records and data collected and recovered during the on-site works is processed and certain datasets appraised. The preliminary results of this work feed back to the site team to ensure the efficient use of on-site resources and in order to ensure that important information is communicated to the fieldwork team for preliminary processing of excavated material and data, * following completion of all on-site works in any given area or site (post-fieldwork stage), the material, records and data recovered from each site are consolidated into a project archive and assessed as part of a comprehensive and scheme-wide programme to determine the scope and timescale for further off-site works, * further off-site works to complete a programme of detailed analysis, publication, museum deposition and the deposition digital datasets, as approved by the *Client* in consultation with heritage stakeholders and * Public Archaeology and Community Engagement (PACE) - the DAMS includes a requirement to develop and implement a strategy for PACE. This includes activities, events, displays and engagement opportunities that are both on-site and off-site, throughout the archaeological mitigation programme (fieldwork and post-fieldwork stages). The scope of the PACE strategy is developed by the *Client* in consultation with heritage stakeholders and the PACE programme is resourced from the outset of the archaeological mitigation programme.   **Preservation of archaeological sites in situ**   * Where archaeological remains are to be preserved in situ the archaeological *Contractor* is required to undertake or monitor such activities as * other contractors’ activities and * protective fencing (temporary protection during the works or the services).   [COMPILER NOTE – Provide a general description of the work to be carried out under the contract. Do not repeat the definition of the *service*.  The general description should be consistent with the description in Contract Data part one and identify the outline scope of the *service* to be provided. A general description of the *Contractor’s* design responsibility may be included here. A detailed description is included in section S 300.  A description of works to be undertaken by the *Client* or Others is contained within section S 900] |
| S 110.2 | [Note to compiler – state how to deal with contaminated materials from excavation and demolition on site if relevant for the contract]. |
| S 200 General constraints on how the *Contractor* Provides the Service | |
| S 200.1 | [State and general constraints on how the *Contractor* Provides the Service, which are not covered by other Scope sections.  If contract objectives are included, state the requirements imposed on the *Contractor* in helping to achieve them.  Constraints may include the checklist of topics below. Constraints are restrictions on how the *Contractor* Provides the Service, not issues relating to cash flow, funding or other requirements which conflict with the *conditions of contract*.] |
| S 205 General constraints | |
| S 205.1 | [Insert any project specific constraints applicable to the contract. Constraints may include the checklist topics below. Constraints are restrictions on how the *Contractor* Provides the Services, not issues related to cash flow, funding or other requirements which conflict with the *conditions of contract*. These constraints can and should be included as part of Construction Environmental Management Plan (CEMP).  Restrictions on   * use of the site – e.g. local regulations regarding the discharge of water pumped from trenches, ground nesting birds, badger setts, newts which have to be cleared from grassland before trenches can be excavated, * access to the site - restrictions to how the archaeologists get to the site, either because of constraints like the above or, particularly where access had been negotiated prior to consent, use of particular routes, * deliveries, * noise and vibrations, * working hours, * parking, * use of cranes, * use (or non-use) of explosives, * restrictions on the use of hazardous materials, * storage of fuel and chemicals, * pollution, ecological or environmental impacts, * archaeological requirements, * planning, * interfaces between the works and existing things, * protection of / damage to the works/existing utilities etc, * occupied premises and users, * *Client* specific policies and procedures or * constraints imposed to meet requirements of Others (for example funders).]   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 (see link in **Annex 02**), 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, * the Planning (Listed Buildings and Conservation Areas) Act 1990 (see link in **Annex 02**) which stipulates the need for listed building consent prior to commencing most intrusive work on historic building fabric in a designated structure, * the Protection of Military Remains Act 1986 (see link in **Annex 02**) stipulates the need for a licence to operate within the zone of a recorded military aircraft or shipwreck, * the Protection of Wrecks Act 1973 (see link in **Annex 02**) provides for wrecks to be designated for their archaeological, historic or artistic value. The same section of the Act demands a licence should a wreck have to be interfered with, which might be the case for the marine section of a road scheme, * the Merchant Shipping Act 1995 (see link in **Annex 02)** stipulates the need to report to the Receiver of Wreck all wreck material recovered from UK territorial waters and any wreck material brought into the UK from outside UK territorial waters which can include wreck material washed ashore in tidal waters, in the sea or on the sea and * the Treasure Act 1996 (revised 2017) (see link in **Annex 02**) defines a code of practice for the treatment of artefacts defined as treasure under the Act. |
| S 206 Risk Management | |
|  | [If not appropriate to the contract, please delete section and insert Not Used.] |
| S 206.1 | The *Client’s* risk policy and strategy for the management of risk (see link at **Annex 02**) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk. |
| S 206.2 | Within the risk management framework the *Client’s* risk and issue management principles document (see link at **Annex 02**) outlines the approach for the management of risks and issues including system process and supply chain principles. |
| S 206.3 | The *Client’s* risk and issues management manual provides an overview of the *Client’s* approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process (see link at **Annex 02**). |
| S 206.4 | The *Client’s* risk management process is separate to the contractual early warning process, although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk. |
| S 206.5 | 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 206.6 | For the *Client* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives. |
| S 206.7 | 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*, *Service Manager, Client* and other stakeholders that risks are understood and managed and * all parties are fully aligned with and demonstrably meet the requirements of the *Client’s* risk management framework. |
| S 206.8 | The *Client* has Xactium as its enterprise wide risk management system to record and update all risk data within the *Client’s* organisation. |
| S 206.9 | The *Contractor* complies with the risk management requirements described in this section S 206 and as contained in the   * risk policy and strategy for the management of risk (see link at **Annex 02**), * risk and issue management principles document (see link at **Annex 02**), * risk and issues management manual (see link at **Annex 02**), * risk management (Xactium) user guide (see link at **Annex 02**) and * [include any project specific risk management guidance]. |
| S 206.10 | The *Contractor* uses the *Client’s* Xactium system. Outputs developed through this process may be used in other risk assessments. |
| S 206.11 | The *Client* has carried out a risk assessment of the contract and set out this analysis in a list of risks. A copy of this list is included at (see link at **Annex 02**).  [Mark this sub-section as ‘Not used’ if the list of risks is included as the *Client’s* list of matters in the Contract Data as part of the early warning process.] |
| S 206.12 | 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 *Service Manager.* |
| S 206.13 | The *Contractor* supports the *Service Manager* in the operation of Xactium in relation to project risks. |
| S 206.14 | [State any additional project specific requirements and constraints specific to risk management. If there are none, delete this row] |
| S 207 Business Continuity | |
| S 207.1 | The *Contractor* reviews the business continuity plan within 14 days of the starting date and provides any additional material to supplement the business continuity plan for the details of the contract for acceptance. A reason for not accepting the additional material is   * it does not comply with the Scope * it does not comply with ISO22301 or * best industry practice.   The *Contractor* amends the plan to address the *Client’s* comments and resubmits for acceptance within one week. A template is provided (see link at **Annex 02).** |
| S 207.2 | If the *Contractor* and the *Service Manager* (or Others where relevant) do not reach an agreement within the *period for reply*, the *Contractor* complies with any direction of the *Service Manager*. |
| S 208 Insurance requirements | |
| S 208.1 | The *Contractor* ensures it has in place required insurances described in the Insurance Table and as shown in **Annex 03**. |
| S208.2 | The *Contractor* discharges all its obligations under the Insurance Act 2015 (see link in **Annex 02**) when placing, renewing or maintaining any insurances required by the contract. |
| S 215 Security and protection of the site | |
| S 215.1 | [State any project specific requirements and constraints for security and protection of the site and protection of the public. If there are none, state “Not Used”] |
| S 215.2 | The *Contractor* is responsible for ensuring the site is secure at all times, unless the responsibility has been agreed to be that of the principle contractor. |
| S 220 Security and identification of people | |
| S 220.1 | [State any additional project specific details of security arrangements under the contract, including any additional responsibilities of the *Contractor* with respect to site security, the protection of the public and safeguarding of Materials and Plant.] |
| S 220.2 | The *Contractor* carries out a security check on its Staff before they are involved in Providing the Service. The checks are carried out in accordance with the *Client’s* personnel security procedures in **Annex 04** of the Scope. |
| S 220.3 | [Security, vetting and identification of people working on or visiting the Affected Property. If there are none, delete this row.] |
| S 224 Protection of existing structures and services | |
| S 224.1 | The *Contractor* avoids any known existing utilities unless proven to be redundant. The *Service Manager* provides the *Contractor* with data in the *Client*’s possession of utilities relevant to the project prior to the commencement of investigation and mitigation. The *Contractor* takes all reasonable steps and actions to identify utilities impacting the works.  The *Contractor* also ensures the preservation of all trees and other plants within the zones of investigation or mitigation unless their removal has been agreed with the *Service Manager* beforehand.  The *Contractor* is responsible for obtaining any utility licences or consents for operating within or near a utility exclusion zone, unless that responsibility is stated in the Scope as being the *Service* *Manager’s* responsibility.  [State any project specific requirements and constraints for the protection of existing services, services, mains, trees and other plants. If there are none, write “Not Used”.] |
| S 224.2 | [Refer to site Information for location of existing things to be protected or procedures for identifying them.] |
| S 225 Protection of Affected Property | |
| S 225.1 | [Specific requirements for the protection of the Affected Property.  Refer to details of Affected Property in Contract Data part one for location of existing things to be protected or procedures for identifying them. These details may include maps and drawings. If there are none, state “Not Used”] |
| S 230 Protection of the work on the Affected Property | |
| S 230.1 | [Specific requirements for the protection of the work carried out by the *Contractor* against damage.  State any project specific requirements and constraints for the protection of the work on the Affected Property. If there are none state “Not Used”] |
| S 235 Condition survey | |
|  | [Condition surveys to be carried out by the *Contractor* and any associated reinstatement works.  Include only if the *service* may have an impact on the structural integrity of adjacent roads, railways, buildings and structures. Examples of where this is relevant to are on-road maintenance, surveys and technology.  State any project specific requirements and constraints for condition surveys.  If not appropriate to the contract, please delete section and insert Not Used.] |
| S 235.1 | 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. This includes any surveys to inform the design development which has the potential to effect fields and access roads. |
| S 235.2 | As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the *service* are complete. |
| S 235.3 | The *Contractor* does not   * enter land or property or * contact the land or property owner   without prior agreement of the *Service Manager*. The *Contractor* has no authority to commit the *Client* to any payment for land/property entry. The *Contractor* coordinates all access requirements and submits the survey scope, methods, etc. for acceptance by the *Service Manager*. If the *Contractor* and the *Service Manager* (or Others where relevant) do not reach an agreement within the *period for reply*, the *Contractor* complies with any direction of the *Service Manager.* |
| S 235.4 | Unless otherwise agreed with the *Service Manager*, the *Contractor* records, all survey arrangements in writing and submits a copy of this correspondence to the *Service Manager,* no later than 48 hours prior to taking access. |
| **S 236 Cleanliness of roads** | |
| S 236.1 | [State any project specific requirements agreed with authorities for protecting and cleaning of access roads to the site or state if there are none, write “Not Used”.] |
| S236.2 | In the event that the *Contractor* uses its own Equipment, they are responsible for the protection of site access and egress points and their cleanliness. |
| S 240 Consideration of Others | |
| S 240.1 | The *Contractor* complies with the customer service requirements as set out in the customer requirements **Annex 05**. |
| S 240.2 | [State any project requirements or constraints restrictions on work to avoid disturbance to the general public or occupiers of adjacent properties.  Insert any additional requirements for *Contractor*’s behaviour on site. If there are none, delete row] |
| S 240.3 | At all times, the *Contractor* adheres to the behavioural principles set out in the Chartered Institute for Archaeologist’s (CIfA) Code of Conduct (CIfA 2014) (See link in **Annex FI 1**). |
| S 241 Traffic Management | |
|  | [If not appropriate to the contract, please delete section and insert Not Used.] |
| S 241.1 | Unless otherwise authorised by the *Service Manager*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for bank holiday and public holiday periods and other periods as set out below |
| S 241.2 | Traffic management to be removed before 06.00 on the Friday before the bank holiday/public holiday Monday and not reinstated before 00.01 on the Tuesday after the bank holiday/public holiday. |
| S 241.3 | Traffic management to be removed before 06.00 on the Thursday before Good Friday and not reinstated before 00.01 on the Tuesday after Easter Monday. |
| S 241.4 | Traffic management to be removed before 06.00 on the morning of the third working day\* before Christmas Day and not reinstated before 00.01 on the first working day\* following the New Year’s Day bank holiday.  \*note: “working day” means a weekday, but not an English public holiday, Saturday or Sunday. A “working day” would include Christmas Eve where it falls on a weekday. |
| S 241.5 | Unless otherwise agreed by the *Service Manager*, 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: [add note of the routes as required. Check wording with Customer Service Division.] |
| S 241.6 | [Contract compiler to identify any potential conflicts and establish how to co-ordinate between *Service Manager* & *Contractor* to mitigate any potential conflicts]  \*note: “working day” means a weekday, but not an English public holiday, Saturday or Sunday. A “working day” includes Christmas Eve where it falls on a weekday. |
| S 241.7 | The *Contractor* carries out temporary traffic management, [design, implementation,] safety audits, applies lessons learned and checks and challenges proposals for compliance with   * Traffic Signs Manuals Chapter 7 and Chapter 8 (see **Annex 02**), * ‘Roadworks a Customer View’ (see **Annex 02**) and expected best practice and * Major Projects Dynamic Roadworks – a vision for the future (see **Annex 02**). |
| S 241.8 | 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 241.9 | [Add note of the routes as required.  Check wording with Customer Service Division.  State any project specific requirements, procedures or constraints for management of traffic, road closures and public highways including any communications and information requirements or constraints. Specifically, state information about any diversion routes. Where one is prepared, information on temporary traffic management and temporary diversions for traffic will be included in the Specification (Appendices 1/17 and 1/18) – the compiler checks the Specification and ensures there is no duplication of that information here. If there are none, state “Not Used”.] |
| S 245 Industrial Relations | |
| S 245.1 | [State any project specific requirements and constraints for any Industrial Relations policies, if there are none state “Not Used”] |
| S 250 Control of works | |
| S 250.1 | [State any project specific requirements and constraints for control of works (i.e. any permits or licenses), if there are none state “Not Used”] |
| S 250.2 | For a Development Consent Order (DCO) Scheme all licenses and consents for archaeological activity are included as part of the application. |
| S 255 Site Cleanliness | |
| S 255.1 | [State any project specific requirements and constraints for cleanliness, if there are none state “Not Used”] |
| S 255.2 | The *Contractor* keeps the site clean and tidy. |
| S 258 Energy Efficiency Directive | |
| S 258.1 | The *Contractor* supports the achievement of the   * *Client’s* sustainable development strategy’s carbon management ambition and * where relevant, complies with the requirements of Procurement Policy Note 7/14 entitled “Implementing Article 6 of the Energy Efficiency Directive” (“PPN 7/14”) and any related supplementary Procurement Policy Note   when Providing the Service. (See links in **Annex 02**) |
| S 258.2 | In complying with the requirements of Procurement Policy Note 7/14, the *Contractor*   * ensures that any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the standard for products in the directive “2012/27/EU” (see link in **Annex 02**), * provides evidence to the *Service Manager* to demonstrate how any new products for use partly or wholly in Providing the Service, purchased by it or a subcontractor (at any stage of remoteness to the *Client)*, complies with the requirements of PPN 7/14 and * 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 in **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Client*) demonstrates efficiency to the same effect. |
| Air Quality Strategy | |
| S 258.3 | The *Client*’s air quality strategy (see link in **Annex 02**) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the United Kingdom 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 *supplier*s to reduce harmful pollutants’. |
| S 258.4 | 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 Transport 2017” (see link in **Annex 02**) 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 Transport 2017” 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. |
| S 259 Environmental and sustainability requirements | |
| S 259.1 | The *Contractor* ensures it complies with   * the *Client’s* environmental strategy, * the *Client’s* sustainable development strategy, * GG 103 “Introduction and general requirements for sustainable development and design” [and * LA 117 “Landscape design”]   when Providing the Service (see links in **Annex 02**). |
| S 259.2 | The *Contractor* complies with “The road to good design” incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes when Providing the Service (see link in **Annex 02**). |
| S 259.3 | In Providing the Service, the *Contractor* recognises the importance and value of biodiversity and mitigates the impact on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements. |
| S 259.4 | The *Contractor* ensures in Providing the Serviceitcomplies with the biodiversity requirements within   * LA 118 “Biodiversity design” for the design and delivery of the *services* and * the *Client’s* biodiversity plan.   See links in **Annex 02**. |
| S 259.6 | The *Contractor* ensures that the *Client’s* responsibilities and opportunities within the “Government Buying Standards” are delivered when Providing the Service. See link in **Annex 02**. |
| S 259.7 | The *Contractor* adheres to the CIfA Code of Conduct principle 2 (see link in **Annex FI 1)**, which although directly concerned with the historic environment, extends responsibility to the wider environment more generally (CIfA 2014). |
| S 259.8 | [Insert any additional project specific environmental and sustainability requirements, if there are none delete row]. |
| S 259A Environmental Management Plan (EMP) second iteration | |
| S 259A.1 | The *Contractor* complies with the Environmental Management Plan (EMP) second iteration requirements of LA 120 “Environmental management plans” see link in **Annex 02**. |
| S 259A.2 | In this section references to EMP are to mean EMP second iteration. |
| S 259A.3 | The *Contractor* prepares a EMP in advance of the commencement of construction. If directed by the *Service Manager* to do so*,* the *Contractor* prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to LA 120. |
| S 259A.4 | The *Contractor* liaises with and incorporates the requirements of the appropriate statutory consultees, local authorities and the *Client*. |
| S 259A.5 | The *Contractor* submits the EMP to the *Service Manager* for acceptance prior to implementation. A reason for not accepting a EMP is that   * it does not realistically reflect timing requirements e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements, * it does not allow the *Contractor* to Provide the Service or * it does not comply with or meet the requirements of the contract. |
| S 259A.6 | The *Contractor* reviews and updates the EMP as necessary to ensure that it continues to deliver satisfactory progress of the contract with respect to environmental management and mitigation. |
| S 260 Site waste management plan | |
| S260.1 | In Providing the Service the *Contractor* complies with LA 110 “Material assets and waste” to ensure it   * minimises the need for waste disposal, * minimises the generation and environmental impacts of wastes arising during the *service* and * maximises opportunities for the re-use and recovery of wastes and promotes a circular approach. |
| S 260.2 | The *Contractor* complies with any necessary applications to the local authority or the Environment Agency under the terms of the Environmental Permitting (England and Wales) Regulations 2010 and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes in Providing the Service. (See link in **Annex 02**). |
| S 260.3 | The *Contractor* produces and maintains site waste management plans which comply with LA 110 “Material assets and waste”. (See link in **Annex 02**). |
| S 260.4 | The *Contractor* formulates a spoil management strategy for every piece of archaeological intervention. In advance of all archaeological fieldwork a spoil management strategy forms part of the archaeological Written Scheme of Investigation (WSI) which is approved by the *Service Manager* prior to implementation. |
| S 260A Environmental Management Plan (EMP) third iteration | |
| S 260A.1 | LA 120 “Environmental Management Plans” provides guidance on the requirements of the Environmental Management Plan (EMP) third iteration. (See link in **Annex 02**). |
| S 260A.2 | In this section references to EMP is to mean EMP third iteration. |
| S 260A.3 | The *Contractor* prepares a EMP [X week(s)] prior to completing the *service* or any section of the *service.* This covers the activities required to ensure the effective long-term management of environmental matters associated with the operation of the *service*. |
| S 260A.4 | The *Contractor* liaises with the appropriate statutory bodies and local authorities and incorporates their requirements. The *Contractor* submits the EMP to the *Service Manager* for acceptance [X week(s)] prior to completing the *service* or any section of the *service.* A reason for not accepting a EMP is   * that it does not allow the *Contractor* to Provide the Service in accordance with the Scope, * that it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements, * the outcome of a statutory process (i.e. Development Consent Order permission granted) or * a non-statutory outcome (e.g. Environmental Assessment Report determining the project does not require a statutory Environmental Impact Assessment). |
| S 262 Behavioural Attributes | |
| S 262.1 | The *Contractor* complies with the behaviour requirements in the supply chain alignment **Annex 07.** |
| S 262.2 | [State any project specific requirements and constraints for behavioural attributes’ if there are none delete row] |
| S 264 Project Control Framework | |
|  | [Also see table at section S400 (*Contractors* plan). In that section state clearly, any PCF products the *Contractor* is involved in (or responsible for) as the project life cycle evolves and state whether it is in relation to production, review or revision of the products. Identify which products the *Client* is responsible for and which ones the *Contractor* is responsible for etc.]  If not appropriate to the contract, please delete section and insert “Not Used”.] |
| S 264.1 | The *Client* operates a Project Control Framework (PCF) (see **Annex 02**) 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 PCF stages of the project life cycle. |
| S 264.2 | PCF deliverables are developed in accordance with the current version of “The Project Control Framework Best Practice Planning and Consultation Process” (see **Annex 02**) The *Contractor* ensures the product is proportional and meets the content and quality criteria specified in “The Project Control Framework Best Practice Planning and Consultation Process” guidance document prior to issue for review. The *Contractor* engages with the appropriate product owner/specialists in line with the PCF Best Practice guidance. |
| S 264.3 | The *Contractor* liaises with the *Service Manager* to ensure that appropriate staff receive mandatory PCF training. |
| S 264.4 | All Project Control Framework deliverables are shown on a Project Control Framework tracker which is managed by the *Contractor* and submitted to the *Service Manager* at intervals to be agreed with the *Service Manager*. If the *Contractor* and the *Service Manager* (or Others where relevant) do not reach an agreement the *Contractor* complies with any direction of the *Service Manager.*  The tracker as a minimum, details: start date, finish date and percentage complete against each Project Control Framework Stage. |
| S 264.5 | [Add references to specific Project Control Framework products that are required for the contract. Add descriptions of the envisaged work involved and the timings required. Consider whether the *Contractor* is required to participate in the development of any project specific Project Control Framework products (e.g. at Programme level) and if so add this as a requirement. A PCF product list can be found on the Supply Chain Portal listing products relevant at each stage.]  Pre-submission archaeological works entail assessment and field investigation. This first stage of work comprises detailed desk studies and non-intrusive field evaluation e.g. geophysical survey and historic building appraisals. This is followed by, or potentially in parallel with, intrusive work such as trial trench investigation. The information generated from these activities informs both the submission and the strategy for mitigating archaeological remains.  Archaeological mitigation is implemented in the wake of project approval. Such mitigation will include open area archaeological excavation, strip map and sample recording. Preservation by record of historic structures such as listed or non-listed buildings is achieved through archaeological building recording |
| S 264.6 | The *Contractor* provides supporting information and resources, as required, to assist the *Client* with the relevant PCF stage gate assessment reviews (SGAR), independent assurance reviews (IARs) and Investment Decision Committee (IDC) processes for the contract. |
| S 264.7 | [State any additional project specific requirements and constraints for project governance, if there are none delete this row.] |
| S 265 Equipment, Plants and Materials | |
| S 265.1 | The *Contractor* removes Plant and Materials from the Affected Property (with the *Service Manager*’s permission) when they are no longer needed to Provide the Service. |
| S 265.2 | [State any project specific requirements and constraints for Equipment Plant and Materials.’ if there are none state “Not Used] |
| S 266 Category Management (CM) | |
| S 266.1 | 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 a confidentiality agreement in relation to the operation of the category management contracts. |
| S 266.2 | 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 266.3 | 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 via the *Service Manager*. |
| S 266.4 | The *Contractor* liaises with the *Service* *Manager* to identify and plan a programme that allows a Category Supplier’s procurement and associated governance procedures to be incorporated within the Accepted Plan. |
| S 266.5 | The *Contractor* manages the process for entering into a contract with a Category Supplier in accordance with the category management guidance (see **Annex 17**) - for the relevant Category Purchase Agreement. |
| S 266.6 | The *Contractor* provides full visibility to the *Service* *Manager* of the process for entering into a contract with a Category Supplier. |
| S 266.7 | Not Used |
| S 266.8 | The *Contractor* co-operates with the *Service Manager* 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 266.9 | 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 266.10 | The *Contractor* ensures that a subcontractor (at any stage of remoteness from the *Client*) 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 266.11 | The *Contractor* ensures that the conditions of contract between the subcontractor (at any stage of remoteness from the *Client*) 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 via the *Service Manager*. |
| S 266.12 | 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 266.13 | The list of categories is obtained from the *Service* *Manager*. |
| S 266.14 | Prior to the Contactor or a subcontractor (at any stage of remoteness from the *Client*) entering into a contract with the Category Supplier, the *Contractor* may request the *Client’s* agreement (via the *Service Manager*) 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 *Service Manager*.  If the business case is agreed by the *Service Manager*, the Quality Statement is amended. The *Contractor* revises the quality plan in accordance with the contract. |
| S 266.15 | [State any project specific requirements and constraints for category management, if there are none state “Not Used] |
| S 267 Scheme recovery services | |
| S 267.1 | The *Contractor* uses the Specification Appendix 1/20 of the Manual of Contract Documents for Highway Works (MCHW) (See link in **Annex 02**).  [Check that Appendix 1/20 covers both light vehicles and heavy vehicles up to 44 tons – if the Contractor fails to recover a vehicle and assistance is requested from the *Client*’s VR2 / VR3 Contract, the *Client* recovers the cost of the recovery from the *Contractor* – this needs to be captured in the pricing documents for the contract. The cost is as per the Home Office Legislation (The Removal, Storage and Disposal of Vehicles (Prescribed Sums and Charges) Regulations 2008)]  [The KPI requirements are  Statutory Recovery times   * light vehicles are 85% within 55 minutes and * heavy vehicles are 85% within 100 minutes.   Enhanced Recovery times   * light vehicles are 85% within 30 minutes and * heavy vehicles are 85% within 40 minutes.   If they are not included in Specification Appendix 1/20 they should be stated here] |
| S 267.2 | [State any project specific requirements and constraints for scheme recovery services]  [Include any information on the VR2 contract e.g. when it expires etc. or any other framework to be used in its place.  If there are none state “Not Used] |
| S 268 Offshoring of data | |
| S 268.1 | In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with the HMG Security Policy Framework (SPF) (see **Annex 02**) and the *Client’s* Information Security Data Security Standard (see **Annex 02**). |
| S 268.2 | 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 (see **Annex 02**)   * offshore or * in any way that it could be accessed from an offshore location   until the *Service Manager* has confirmed to the *Contractor* that either   * the *Service Manager* has gained approval for such storage in accordance with the Information Security Data Security Standard or * such approval is not required. |
| S 268.3 | The *Contractor* ensures that no offshore premises are used in Providing the Service until   * such premises have passed a Risk Assessment or * the *Service Manager* confirms to the *Contractor* that no Risk Assessment is required. |
| S 268.4 | 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 S 268.2 or * conduct a Risk Assessment for any premises in accordance with S 268.3. |
| S 268.5 | The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause. |
| S 268.6 | A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations. |
| S 269 Data Protection | |
| S 269.1 | The *Contractor* complies with the data protection requirements in the data protection **Annex 08**. |
| S 270 Information Systems & Security | |
| S 270.1 | The *Contractor* complies with the information systems & security requirements of the Information systems and security **Annex 09** |
| S 300 *Contractor’s* Design | |
|  | [The TSC is flexible in that it allows the *Service Manager* to instruct submissions of additional items of Equipment during the contract, but the *Client* should include here any items that need to be reviewed] |
| S 305 Design submission procedures and acceptance criteria | |
|  | [State of the items of Equipment which the *Contractor* is to submit particulars of the design.  State the procedures which the *Contractor* follows in carrying out its design and procedures for submitting designs for acceptance by the *Service Manager* and acceptance criteria.  Typically, the acceptance criteria should state clearly the performance or outputs that are required in the design prepared by the *Contractor*. The requirements may also include the level of detail required in the particulars of design submitted for acceptance.  TSC 21.1] |
| S 305.1 | The *Contractor* provides a design and check certificate when it submits its design to the *Service Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design. If the certifying engineer is not an employee of the *Contractor* it is a Subcontractor.  The *Contractor* carries out the detailed design of all archaeological and historic building investigation and mitigation. The detailed design of these interventions are in the form of detailed method statements, project designs and Written Schemes of Investigation. These detailed project designs are based on outline method statements or specifications from the *Client* or from local historic environment stakeholders.  The *Contractor* adheres to current professional guidance set out by Historic England and CIfA (see link in **Annex FI 1**). |
|  | [State any project specific requirements and constraints for design submission procedures and acceptance criteria if there are none delete row.]  The *Contractor* follows its own internal policies for quality assurance that includes peer review and managerial review prior to submission of the draft document to the *Client*. The *Contractor* submits all documents to the *Client* for approval prior to submission to local or national historic environment stakeholders. Where a required document is not accepted by the *Client*, the *Contractor* revises and resubmits the document within two weeks. The *Client* responds within five working days. If the document is still not accepted, then the *Contractor* resubmits within five working days.  Only once the *Client* has approved project designs and method statements can the *Contractor* submit them to local or national historic environment stakeholders.  Historic environment stakeholders both local and national need to agree or approve (depending on the consent regime) detailed method statements prior to the implementation of field work. National stakeholders includes Historic England who provide historic environment advice to the Secretary of State for Transport. Local stakeholders include archaeological advisers to local planning authorities. Other heritage stakeholders, such as the National Trust or English Heritage may be relevant if the works are in or near to areas owned by those bodies.  The *Contractor* undertakes detailed project design or any other historic environment field work at the request of the *Client*.  In the event that the *Contractor* submits applications for scheduled monument consent to Historic England in the period prior to the submission of an application, this only be relevant where direct impacts to monuments designated under the 1979 Archaeological Monuments and Ancient Areas Act (see link in **Annex 02**) occur to inform mitigation. |
| S 400 *Contractor’s* Plan | |
| S 400.1 | [The TSC includes detailed plan requirements and procedures. It may be necessary to set out specific *Client* requirements.  Ensure any requirements here do not conflict with core clause 31. if there are none state “Not Used”] |
| S 405 Plan requirements | |
|  | If not appropriate to the contract, please delete section and insert Not Used.  Ensure any requirements here do not conflict with the contract requirements in Clause 31 of the TSC. |
| S 405.1 | The *Contractor* produces and supplies to the *Service Manager* a detailed plan, in Primavera P6 format, identifying all key milestones, the critical path, a date for Open for Traffic (OfT). This is the baseline plan when initially provided and includes the following key milestones as a minimum.  [This table below can be used as a guide but note that this example is for when the *Contractor* is appointed very early, therefore only use this if relevant or use the lines according to which PCF stage we are at when the project goes out to tender.] |
| S 405.2 | The *Contractor’s* plan is aligned to the work breakdown structure (WBS) as supplied by the *Service Manager.* |
| S 405.3 | The *Contractor* includes the preparation and review of PCF products in their plan. The *Contractor* allows [x] weeks for the *Service Manager* to review the submitted PCF products. |
| | Activity Code | Activity Name | Milestone to be shown on project programme | | | --- | --- | --- | --- | | At all times | In PCF stage | | **PCF stage 1** |  |  |  | | S1-005 | PCF stage gate assessment review 1 – options identification | yes |  | | **PCF stage 2** |  |  |  | | S2-006 | Commence non-statutory public consultation | yes |  | | S2-008 | Preferred route announcement  Cultural heritage detailed assessment, including walkover surveys and non-intrusive site investigation | yes |  | | **PCF stage 3** |  |  |  | | S3-001 | Commence public consultation – PCF stage 3 statutory |  | yes | | S3-002 | Appoint delivery partner |  | yes | | S3-003 | IDC funding approval for PCF stages 4/5 *works* |  | yes | | S3-004 | Section 46 notification to PINS (on date consultation starts latest) |  | yes | | S3-006 | *Client* validates estimate |  | yes | | S3-007 | Developing estimate product signed off |  | yes | | S3-008 | Completion commencement of ground investigation and intrusive archaeological site investigation surveys e.g. trial trenching and geoarchaeological investigation |  | yes | | S3-009 | Determine land gaining access for surveys |  | yes | | S3-010 | PCF stage gate assessment review 3 – preliminary design | yes |  | | **PCF stage 4** |  |  |  | | S4-001 | PCF stage gate assessment review 4 |  | yes | | S4-002 | Publish DCO |  | yes | | S4-003 | Preliminary meeting complete |  | yes | | S4-004 | PINS recommendation |  | yes | | S4-005 | Completion of target price development |  | yes | | S4-006 | Completion of HA 1980 Made Orders |  | yes | | S4-007 | Arrange public inquiry |  | yes | | S4-008 | Public information exhibition |  | yes | | S4-009 | Completion of pre-construction design |  | yes | | S4-010 | Submit DCO application | yes |  | | S4-011 | DCO decision  Completion of archaeological investigations and reporting | yes |  | | **PCF stage 5** |  |  |  | | S5-001 | PCF stage 5 Ministerial Approval/Notice to Proceed |  | yes | | S5-002 | IDC funding approval for PCF stage 6 |  | yes | | S5-003 | *Client* serves Land Entry Notices/GVD |  | yes | | S5-004 | Final estimate product signed off |  | yes | | S5-005 | Completion of applications for roadside electricity connections (exit points) |  | yes | | S5-006 | Completion of exchange Land Certificates and Planning Consents |  | yes | | S5-007 | Issue Notice(s) to Treat and Notice(s) to Enter (28 days) or GVD |  | yes | | S5-008 | Public information exhibition | yes |  | | S5-009 | PCF stage gate assessment review 5 – construction preparation  Main phase of archaeological mitigation with community archaeology elements | yes |  | | **PCF stage 6** |  |  |  | | S6-001 | Handover to ODC |  | yes | | S6-002 | PCF stage gate assessment review 6 – Construction |  | yes | | S6-003 | Start of Works | 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 405.4 | [Optional: The *Contractor* liaises with all relevant *Client* directorates and undertakes discussions with other stakeholders, as agreed with the *Service Manager*, to help the development of the scheme, including relevant local authorities and other local groups, emergency services, affected landowners and affected businesses, statutory environmental bodies and other organisations. Any outcomes from any such meetings are fully reflected within the next Accepted Plan.] |
| S 405.5 | The *Contractor* agrees the attendance at all meetings with the *Service Manager*. The *Contractor* does not attend meetings without *Client* representation, unless agreed with the *Service Manager*. This applies to meetings with both internal and external stakeholders. The *Contractor* establishes and documents the terms of reference for each meeting. |
| S 405.6 | [State requirements for the format of the plan, including the use of specific software (if necessary) and the requirement for hard or electronic copies. State any requirements for the plan to be produced in levels (for example summary level to detail level.  When stating constraints, the compiler should check the Specification (if one is provided) and include Appendices 1/7 site extent and limitations of use, 1/16 Privately and publicly owned services and supply 1/17 Traffic safety and management.  State any information additional to the requirements of clause 31.2 that the *Contractor* is to include in the plan. This may include   * dates for submission of Equipment designs and samples, * dates for information or actions by the *Client* and *Service Manager* and * the timing of any test and inspection.   Or if there are none state ‘Not Used’.  TSC 31.2 and 31.3] |
| S 410 Methodology statement | |
|  | If not appropriate to the contract, please delete section and insert Not Used. |
| S 410.1 | [The Methodology Statement is meant to assist the *Service Manager* to understand the plan and the underlying assumptions in order that they are able to review and accept the plan.  State any additional specific requirements and constraints for methodology statement, including format of resource information, particular requirements for methodology statements, including any specific requirements for the format of resource information if there are none state “Not Used”]’ |
| S 415 Work of the *Client* and Others | |
|  | If not appropriate to the contract, please delete section and insert Not Used. |
| S 415.1 | [State any project specific requirements and constraints for “work of the *Client* and Others” if there are none state “Not Used”]’  Detail the order and timing of the work of the *Client* and Others to be included in the plan and information to be provided. Refer as necessary to sections S 905 and S 910.  TSC 23.1 and 31.2]  The *Contractor* will have completed a defined section when the relevant historic environment stakeholder from the competent authority has stated that no further archaeological intervention is required.  The end of the *service period* is taken as the point where the post-excavation assessment and reporting is complete and any data and material archive is deposited. |
| S 420 Access to the Affected Property | |
| S 420.1 | [State any project specific requirements and constraints for “Access to Affected Property”. State when access to the Affected Property is to be provided.  Refer as necessary to sections S 1010, if there are none state “Not Used”]’ |
| S 425 Information required | |
| S 425.1 | [State any project specific requirements and constraints for “Information Required”.  A schedule of information to be provided, who it is to be provided by, and the date of which it is to be provided, if there are none state “Not Used”]’  The *Client* supplies the *Contractor* with all details relating to the following when the information is acquired by the former and is judged to be accurate   * utilities, * ecological constraints, * contaminated land, * unexploded Ordnance (UXO), * historic environmental constraints and * geological constraints. |
| S 430 Revised plan | |
|  | If not appropriate to the contract, please delete section and insert Not Used. |
| S 430.1 | [Revised plan includes the following information   * change log detailing all new activities, * changed durations, * changed calendar assignments, * changed dependencies, * changed assumptions – either amended, removed or added and * changes to the sequences.]   State any project specific requirements and constraints for “revised plan”. State any specific requirements for the submission of the revised plan such as an explanation of changes, if there are none state “Not Used”]. |
| S 445 Documents | |
| S 445.1 | The *Contractor* provides the documents required for the *Client* to take over the *service* at the time required by and in accordance with the *Client’s* current procedures. |
| S 445.2 | 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 445.3 | The *Contractor* delivers to the *Service Manager* by the end of the *service period* the final 'deliverable' version of any data in formats usable in Microsoft Office suite of programmes, ArcGIS and CAD that allows continued access by the *Client* and is capable of transfer to the *Clients* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats   * scanned electronic image (.pdf), * graphic electronic image in compressed (.jpg) format or * other formats compatible with the *Client’s* Information Systems, reference documents or guidance manuals as agreed with the *Service Manager.* |
| S 445.4 | Not Used |
| S 445.5 | [State any additional project specific requirements and constraints for documents or if there are none delete row.  State full details of what is required for take over. Consider including the following   * as built drawings, * operations and maintenance manuals, * compliant asset datasets, * data derived from site in a digital format and * data derived from site in hard copy formats.   Include details of when these are required and the format for submission (if not already specified elsewhere). Note that asset inventory and as-built data is required to be uploaded to the *Client’s* relevant Integrated Asset Management system (or other system specified by the *Client*. Specify which PCF products are required and when.]  The *Contractor* has no title to an object of value or of historical or other interest within the site. The *Contractor* informs the *Service* *Manager* when such an object is found and the *Service* *Manager* instructs the *Contractor* how to deal with it. The *Contractor* does not move the object without instructions. At the end of the *service period* 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 450 Handover between contractors | |
| S 450.1 | If required, the *Contractor* arranges for the receipt through the *Service Manager* of all information relating to the *service* from the contractor previously appointed for the delivery or procurement of the *service* or otherwise. |
| S 450.2 | If required, the *Contractor* arranges for the transfer through the *Service Manager* of all information relating to the *service* to the contractor subsequently appointed for the delivery or procurement of the *service* or otherwise.  [State any additional specific requirements and constraints for handover between contractors.] |
| S 500 Task Order | |
|  | [The TSC includes detailed Task Order programme requirements and procedures. It may be necessary to set out specific *Client* requirements.  TSC 31.2] |
| S 505 Programme requirements | |
| S 505.1 | [State any project specific requirements and constraints for programme requirements,  State requirements for the format of Task Order programmes, including the use of specific software (if necessary) and the requirement for hard or electronic copies. State any requirements for the programme to be produced in levels (for example summary level to detail level).  State any information additional to the requirements of clause 32.2 that the *Contractor* is to include in the programme for the Task Order. This may include   * dates for submission of designs and samples, * dates for information or actions by the *Client* and *Service Manager* and * the timing of any test and inspection.   If there are none state ‘Not Used’.  The *Contractor* commits to a draft programme set out in overarching project Written Schemes of Investigation for the archaeological investigation and mitigation. A more detailed archaeological programme, with project milestones and deliverables is compiled by the *Contractor* during the outset of archaeological fieldwork. Land parcel specific archaeological activity is set out in a second phase of Written Scheme of Investigation (‘Parcel Specific WSI’) with a more defined programme.  TSC 33.2 and 33.] |
| S 510 Methodology Statement | |
| S 510.1 | [State any project specific requirements and constraints for methodology statement, including format of resource information, if there are none state “Not Used”]’  The *Contractor* provides a narrative to the *Service Manager* for the programme to explain how the programme has been developed, with reference to the safe system of work and include an explanation of how the works are delivered. This includes   * intended working hours, * all onsite activity, from hand-excavation to on-site processing of artefactual and environmental remains, * use of Plant and Materials, * works sequences, * the deployment of Equipment and labour, * hand-excavation strategy i.e. feature sampling percentages, * environmental remains sampling strategy, * artefact retrieval policy, * the breakdown of labour requirements by activity and * times assumed for approvals from Others.   [edit list above to suit the specific needs of a contract]  The narrative provides detail that substantiates and provides a reconciliation of   * programme leads and lags, * project levels of labour (by trade) and staff and * flows of resources including Plant and Materials and requirements. |
| S 515 Work of the *Client* and Others | |
| S 515.1 | [State any additional specific requirements and constraints for work of the *Client* and Others or if there are none state ‘Not Used’.  Detail the order and timing of the work of the *Client* and Others to be included in the programme and information to be provided. Refer to sections S 905 and S 910.  TSC 23.1 and 33.2]  Time constraints which affect the critical path of archaeological activities should be communicated immediately to the *Contractor*by the*Client*. |
| S 520 Access to Affected Property | |
| S 520.1 | [State when access to the Affected Property is to be provided. Refer as necessary to sections S 1010 or if there are none state ‘Not Used’.  TSC 33.2] |
| S 525 Information required | |
| S 525.1 | [Include a schedule of information to be provided, who it is to be provided by and the date on which it is to be provided.]  State when access to the Affected Property is to be provided. Refer as necessary to sections S 1010 or if there are none state ‘Not Used’.  TSC 33.2]  The *Client* supplies the *Contractor* with all details relating to the following when the information is acquired by the former and is judged to be accurate   * utilities, * ecological constraints, * contaminated land, * unexploded Ordnance (UXO), * historic environmental constraints and * geological constraints. |
| S 530 Revised programme | |
| S 530.1 | [State any specific requirements for the submission of revised programmes such as an explanation of changes.]  State when access to the Affected Property is to be provided. Refer as necessary to sections S 1010 or if there are none state ‘Not Used’.  TSC 33.2]  The *Contractor* submits a revised programme to the *Client* under the following circumstances   * force majeure and * prolonged adverse weather events. |
| S 600 Quality Management | |
| S 605 Quality management system | |
| S 605.1 | The C*ontractor* implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management. |
| S 605.2 | The *Contractor’s* quality management system includes the *Contractor’s* quality policy as required by the contract and ISO 9000, which clearly articulates the organisations commitment to   * providing a quality assured service which delivers the requirements in the contract, * supporting the development, implementation and maintenance of the *Contractor’s* quality management system, * continually providing and * maximum customer satisfaction. |
| S 605.3 | [State any project specific requirements and constraints for quality management system or if there are none state ‘Not Used’.  State any specific requirements for the *Contractor’*s quality management system, including accreditations or legislative standards and requirements for the submission of a quality statement. If there are none, delete row.  Refer to TSC clause 40.1.]  The *Contractor*   abides by the quality assurance processes set out in the various standard and guidance documents produced by CIfA (see link in **Annex FI 1**). The *Contractor* is obliged to adhere to the CIfA’s Code of Conduct (CIfA 2014) (see link in **Annex FI 1**). |
| S 610 Quality policy statement and Quality Plan | |
| S 610.1 | The *Contractor* prepares the Quality Plan within 8 weeks of the framework contract being executed. |
| S 610.2 | The Quality Plan incorporates the Commitments register and is sufficiently detailed to demonstrate how the *Contractor* achieves each of the Commitments in the Commitments register and meets the *Client’s* objectives for the contract. |
| S 610.3 | The *Service Manager* notifies the *Contractor* if the Quality Plan does not comply with the requirements of the contract. Following such notification, the *Contractor* reviews the Quality Plan and reports to the *Service Manager* setting out its proposed changes. If the *Service Manager* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Service Manager* 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 610.4 | The *Contractor* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Service Manager* and their representatives. |
| S 610.5 | [State any specific project requirements with which the quality policy statement and Quality Plan are required to comply including any topics to be include. If there are none delete row.] |
| S 615 Samples | |
| S 615.1 | Not Used |
| S 620 Audit and nonconformities (including “defects”) and quality management points | |
| S 620.1 | The *Contractor* carries out a programme of internal audits in accordance with the requirements of ISO 9001. |
| S 620.2 | The *Service Manager* may carry out audits of the *Contractor’s* quality management system from time to time. |
| S 620.3 | 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 *Service Manager* 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 620.4 | The *Contractor* provides all facilities and assistance necessary to allow such audits and inspections to be carried out. |
| S 620.5 | Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25. |
| S 620.6 | The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect. |
| S 620.7 | Following the notification of a Defect or identification of other nonconformity the *Contractor* submits within three working days, a brief report covering as a minimum   * the unique reference for the Nonconformity, * a brief description stating which requirement is not being fulfilled and in what way, * the effect both current and potential and * the likely cause i.e. what aspect of the Quality Plan or service delivery is not functioning properly. |
| S 620.8 | Following the notification of a Defect or identification of other nonconformity the *Contractor* submits within 2 weeks to the *Service Manager* for acceptance, a corrective action plan covering as a minimum   * the unique reference of the Nonconformity, * description – this could be as per the Nonconformity report or expanded, * details of the corrective action proposed, * categorisation of the Nonconformity into high, medium or low risk, * for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur, * what aspect of the Quality Plan needs to be addressed i.e. which of the *Contractor’s* processes is not performing as required, * what the corrective action will address, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.), * for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Contractor* to take overall accountability for the plan. A brief action plan is required for low risk, * method of reporting progress to the *Service Manager*, * the method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that allows the *Service Manager* to confirm the correction and * adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity. |
| S 620.9 | The *Contractor* keeps an up to date register of Nonconformities covering as a minimum   * the Unique reference, * date of Identification, * identification method for example through performance management, by testing or by audit etc., * date of corrective action report, * date Nonconformity corrected (i.e. confirmed as such by the *Service Manager*) and * traffic light type notation,   + red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,   + amber – correction action report prepared and action in progress and within planned parameters and   + green – corrective action complete and accepted by the *Service Manager*.   The *Contractor* enters the Nonconformity on to the register within three working days from its identification. |
| S 620.10 | The *Contractor* does not begin any corrective or preventative action(s) to address the nonconformity until the *Service Manager* has accepted its proposals. |
| S 620.11 | Within one week of the *Contractor* submitting the proposed corrective and preventative action plan for acceptance, the *Service Manager* 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 620.12 | If the *Service Manager* does not accept the proposed action plan, the *Contractor* submits a revised proposal to the *Service Manager* for acceptance within one week. The *Service Manager* responds to the revised proposal as stated in S620.11. |
| S 620.13 | 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 620.14 | The *Contractor* notifies the *Service Manager* when the proposed actions have been taken and provides notification verification that the defective part of the *service* has been corrected. |
| S 620.15 | 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 10.** The number of Quality Management Points is reduced in accordance with the quality table. |
| S 620.16 | If the *Contractor* fails properly to accrue Quality Management Points, the *Service Manager* 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 *Service Manager*’s instruction. |
| S 620.17 | The *Contractor* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed. |
| S 620.18 | A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations. |
| S 620.19 | [State any project specific requirements and constraints for audit, nonconformities if there are none delete this row.] |
| S 625 Quality Management Points & Table | |
| S 625.1 | Quality Management Points accrue from the   * date of identification or * date of the audit if raised in an audit or * *Service Manager’s* instruction. |
| S 625.2 | If the number of Quality Management Points in effect under the contract is more than 25, the *Contractor* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points. |
| S 625.3 | The *Contractor* submits a report to the *Service Manager* 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 625.4 | If the *Service Manager* does not accept the *Contractor*’s proposals or the *Contractor* does not take the agreed actions, the *Contractor* submits a revised report to the *service* 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 625.5 | Until the number of Quality Management Points in effect is reduced to 25 or less, the *Contractor* takes the actions detailed in its reports and submits weekly update reports to the *Service Manager* setting out the actions taken, the results of those actions and the actions which are still to be taken by the *Contractor.* |
| S 625.6 | A failure to   * take actions to reduce the number of Quality Management Points in effect to 25 or less or * comply with a corrective action plan that has been accepted by the *Service Manager,*   is treated as a substantial failure by the *Contractor* to comply with its obligations. |
| S 625.7 | [State any project specific requirements and constraints for quality management points’ if there are none delete this row.] |
| S 630 Continual Improvement / LEAN | |
| S 630.1 | The *Contractor* operates processes for delivering innovation and continual improvement / lean following the requirements set out in the Continual Improvement & Innovation **Annex 11**. |
| S 630.2 | The *Contractor* measures its adoption of a continual improvement/lean culture using the Highways England Lean Maturity Assessment (HELMA) tool (see link in **Annex 02**). |
| S 630.3 | [State any project specific requirements and constraints relating to the adoption and use of lean techniques or continual improvement. Review text against annex as appropriate.]  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 635 Performance Management | |
|  | [Note to compiler: For context, access to the Collaborative Performance Framework (CPF) is via the Suppliers’ Portal. The *Service Manager* and the *Contractor* are required to download and use the current version of CPF. There are different CPF templates for different areas of Highways England. While the high-level metrics are the same, the way they are measured in these different areas may vary between contracts. Liaise with the Quality and Performance Team and identify the correct CPF for the contract to ensure that the appropriate link is used.] |
| S 635.1 | The *Service Manager* uses the current version of the Collaborative Performance Framework (CPF) (see **Annex 02**) 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 635.2 | The *Contractor*’s uses the current version of the CPF, records performance against each of the relevant indicators in the CPF and assists the *Client* in the development of the framework by proposing and developing ways in which improvements can be made to the CPF. |
| S 635.3 | The scores recorded by the *Contractor* against each CPF indicator are submitted to the *Service Manager* and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission is set out in the CPF instructions on the suppliers’ portal (see link in **Annex 02**). |
| S 635.4 | The first CPF covers months 1-3 from the *starting date* and are thereafter submitted quarterly. |
| Performance Review | |
| S 635.5 | The *Contractor’*s undertakes a performance review addressing all aspects of performance on a quarterly basis or as instructed by the *Service Manager,* in accordance with the CPF. |
| S 635.6 | The following is treated as a substantial failure by the *Contractor* to comply with its obligations   * the *Contractor’*s performance, as measured in accordance with the CPF, is below the Performance Level. |
| S 635.7 | The Performance Level is 6. |
| S 635.8 | The *Client* leads additional annual reviews to assess all aspects of *Contractor* performance and trends in performance indicators. |
| S 635.9 | [State any project specific requirements and constraints for performance measurement these should not conflict with those stated above.] |
| S 700 Tests and Inspections | |
| S 700.1 | [Detail the tests and inspections required, the results expected and which parties are involved in the test and inspection process. Tests and inspections may also be detailed within service specifications. Ensure consistency of drafting between this section and the contents of S 2200.  In addition to tests and inspections that might be required for statutory compliance, state the requirements for tests and inspections for Plant and Materials and the materials, facilities and samples provided by the *Contractor* and *Client*.  State any requirements for commissioning or performance tests in this section, in the same way that other tests and inspections are described including   * computer software tests, * hygiene Tests, * food quality checks and * performance tests.] |
| S 705 Tests and inspections | |
|  | [Where a Specification is included in the contract ensure there is no duplication of testing requirements.  If not appropriate to the contract, please delete section and insert “Not Used”.] |
| S 705.1 | [State any project specific requirements and constraints for tests and inspections, if there are none state “Not Used”.]  Include a schedule of performance tests required for the *service* and the *Client’s* requirements for the performance tests, including   * objective, procedure and standards to be used, * the specification for the tests, identifying which Party is to carry out the tests, * when they are to be done, * set out the timing of the tests, including any requirements to carry out the tests in stages, * where they are to be done, including identifying Plant and Materials which are to be tested and inspected before delivery, * who does the tests and who is in attendance, * testing and inspection method. Insert requirements for an inspection and test plan if applicable, * access arrangements, * information or instructions required to be provided, * Materials, facilities and samples to be provided by the *Contractor* and *Client*, * involvement of specialists, * acceptable results and deviations and * whether or not authorisation to proceed to the next stage of the work depends in the test results.   The *Contractor* is subject to regular works inspections by the *Client* to ascertain the following adherence to the Written Scheme of Investigation 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* is monitored on a regular basis by Others (in this case the historic environment consultees and advisors to the competent authority). These inspections are made known to the *Client* prior to taking place.  Equipment utilised by the *Contractor* during archaeological trial trench investigation or excavation is subject to inspection by the *Service Manager*.  The *Contractor* is inspected by the *Service Manager* in its offsite facilities to ensure that basic processes are being followed in line with the methodologies agreed upon in the Written Schemes of Investigation.  TSC 41.1, 41.2, 42.1 and 60.1(13) |
| S 710 Samples | |
| S 710.1 | [State any requirements for samples of Plant and Materials provided by the *Contractor* and *Client* including samples of workmanship.  [State any project specific requirements and constraints for samples or state ‘Not Used’. |
| S 715 Management of tests and inspections and provision of samples | |
| S 715.1 | [Consider the requirement for a sample, test and inspection schedule, containing all relevant information. State the procedures for submission and review.  Where a Specification is included in the contract, reference should be made to Appendix 1/6 and 1/5 of the Specification to ensure there is no duplication of testing requirements.  State any project specific requirements and constraints for the management of tests and inspections and provision of samples or state ‘Not Used”.]. |
| S 720 *Service Manager’s* procedures for inspection and watching tests | |
| S 721.1 | [State any inspection procedures require by the *Service Manager*.  State any project specific requirements and constraints for *Service* *Manager* procedures for inspection and watching tests or state ‘Not used.’] |
| S 800 Management of the *service* | |
|  | [The TSC establishes a procedural framework based on good project management practice. It may be helpful to detail the management and communication procedures required to support this.  This may include a framework of regular meetings, attendees required and outputs. Explain how people will be involved in the management of the service and how communications are to be managed. Consider the use of a chart setting out the roles and responsibilities or the various parties involved.] |
| S 805 Project team – Others | |
|  | [If not appropriate to the contract, please delete section and insert “Not Used”.] |
| S 805.1 | The *Contractor* prepares and submits to the *Service Manager* for acceptance the following management plans and within the timescales indicated  [State requirements in a table  Indicate the status of each plan or report, include timescales e.g. within [xx] weeks of the Contract Date.  State whether these are to be accepted by the *Service Manager.*  State reasons for not accepting a report. Determine consequences if they are not followed.  State any other detailed requirements for the *Contractor’s* management of the *works* including coordination, supervision, administration, interfaces between subcontractors, programme etc.]   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Deliverable** | **Submission period (after Contract Award)** | ***Service Manager* acceptance (Y/N)** | **Reasons for non-acceptance** | **Consequences** | **Additional information** | | Programme | 6 weeks | Y | Potential impacts on programme of pre-enabling works/ enabling works and construction  Too ambitious/ unambitious | Impacts on project |  | | H&SMS/ RAMS | 12 weeks | Y | Insufficient coverage of site activity | Breach of H&S legislation and Client policy | Client approval needed | | Written Schemes of Investigation | 12 weeks | Y | Insufficient methodological detail  Insufficient or excessive scope of works  Deviating from adherence to Client outline scope | Failure to implement scope agreed with Others |  | | Quality Management Plan | 12 weeks | Y | Insufficient detail | Insufficient quality assurance and failure to meet Client / Other standards |  | |
| S 805.2 | The *Contractor* updates all management plans as necessary to ensure that they remain current in accordance with the requirements and plans for delivering the works. Updated plans are submitted to the *Service Manager* for acceptance in accordance with the contract requirements for submitting the first plan. |
| S 805.3 | Programme Management: State any specific requirements  [Key persons are dealt with at NEC4 Core Clause 22.  The Contract Data identifies the *Client*, *Service Manager* and *Contractor* and the *conditions of contract* state what each is required to do. It is important not to contradict these obligations and duties. If any of these duties are delegated to Others the extent of the delegation should be set out.  State any additional specific requirements and constraints for project team – Others. If there are none state “Not Used”] |
| S 810 Communication system | |
| S 810.1 | [State the Communication system requirements. The *Contractor* uses the system, agreed with the *Client.*  These methods include   * internet based collaboration tool, * electronic mail system and * standard forms and templates.   Refer to TSC core clause 13.2.  State any project specific requirements and constraints for communication system]. |
| S 810.2 | [State any project specific requirements and constraints for Communication Systems or state ‘Not Used]. |
| S 811 Communication | |
| S 811.1 | The *Contractor* complies with the communication requirements in the communications **Annex 12**. |
| S 811.2 | [State any project specific requirements and constraints for Communication Systems or state ‘Not Used] |
| S 812 Meetings | |
|  | [If not appropriate to the contract, please delete section and insert “Not Used”]. |
| S 812.1 | Following the Contract Date, the *Contractor* [and its designer] convene and attend monthly meetings with the *Service Manager*. The following attendees from the *Contractor* at these meetings are required unless otherwise agreed by the *Service Manager*  [Include an exhaustive list of all required attendees as relevant to the form of contract]   * *Contractor’s* manager, * design manager, * environmental coordinator, * health and safety coordinator and * support staff deemed necessary for the meeting or as requested by the *Service Manager.*   [Liaise with the *Service Manager* to ensure that the frequency of meeting (e.g. monthly) meets the requirements of the Project. For complex, high value projects, the *Service Manager* may require a series of meetings relating to different subject areas. Refer the *Service Manager* to the agenda in section [S 812.7]] |
| S 812.2 | The monthly meetings are held at a location to be agreed between the *Contractor* and the *Service Manager.* |
| S 812.3 | 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 *Service Manager* at least four (4) working days prior to the meeting. |
| S 812.4 | The *Contractor* includes imperative moments at the start of meetings, see S 105. |
| S 812.5 | The *Contractor* ensures that customer service and health and safety issues are an agenda item at monthly review meetings. |
| S 812.6 | The *Contractor* issues the agenda to the *Service Manager* at least four (4) days prior to the meeting, The *Contractor* prepares and issues minutes of the meeting/ workshop to the *Service Manager* for acceptance within five (5) working days of the date of the meeting/ workshop. The minutes include an abbreviated action list with assigned responsibilities and timescales for action. |
| S 812.7 | The *Contractor* prepares and submits to the *Service Manager*, at least two (2) working days in advance of the meeting, a monthly progress report to include the following information   * progress report for 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 *works* programme, * actual completion dates of activities completed since the previous update and reasons for any changes from the approved *works* programme, * the anticipated time for completion, in working days, for activities in hand, * any change requested by the *Contractor* to the end of the *service period* and the reasons for any change, * proposals for retrieving of any slippage to the approved *works* programme, * design issues, * certificates, licences and consents status, * confirmation of scheme costs estimate 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 * communications.   [State any additional specific requirements and constraints for meetings] |
| S 815 Management procedures | |
| S 815.1 | The *Contractor* includes a section on customer service in its monthly report to the *Service Manager.* |
| S 815.2 | [State any management procedures which the *Contractor* is required to follow.  Consider the following   * meetings, attendees and meeting records, * reporting requirements (e.g. progress reports), * information requirements and * terminologies and abbreviation conventions.]   [State any project specific requirements management procedure if there are none delete row.] |
| S 816 Novation | |
| S 816.1 | Should novation be required pursuant to Z5 in the *conditions of contract*, the form of novation agreement is issued by the *Client* for agreement as set out in **Annex 14**. |
| S 817 Reporting of Small and Medium Enterprises | |
| S 817.1 | For each Small, Medium & Micro Enterprise (SME) employed on the contract, as defined in the table below -   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Company category | Staff headcount | Turnover | or | Balance sheet total | | Medium size | <250 | < £50 m |  | < £43 m | | Small | <50 | < £10 m |  | < £ 10 m | | Micro | <10 | < £2 m |  | < £ 2m |   the *Contractor* reports to the *Client* each quarter from the *starting date* until the end of the *service period*   * the name of the SME, * the class of SME (Small, Medium or Micro), * the value of the contract undertaken by the SME, * the monthly amounts paid to the SME in the quarter and * the aggregated value paid to the SME since the *starting date.* |
| S 817.2 | The *Contractor* acknowledges that the *Client* may   * publish the information supplied under the section, along with the *Contractor*’s name and the name of the contract and * pass the information supplied under this section S 817 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor’*s name or the contract. |
| S 817.3 | 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 section and * obligations similar to those set out in this section. |
| S 817.4 | The *Contractor* further ensures that the *conditions of contract* for each Subcontractor include a requirement that the *conditions of contract* for any further sub-subcontractor engaged by the subcontractor who is an SME include obligations similar to those set out in this section. |
| S 818 Training | |
| S 818.1 | The *Client* provides training for relevant systems listed in **Annex 09**. |
| S 818.2 | The *Contractor* proposes a list of appropriate staff to be trained for each requirement for acceptance by the *Service Manager*. The *Contractor* liaises with the *Service Manager* to programme the training to optimise efficiencies. |
|  | [State any additional specific requirements and constraints for Training or if none required delete row.’]  In accordance with the CIfA Code of Conduct (CIfA 2014) (see link in **Annex FI 1**), the *Contractor* implements opportunities for training as part of their *services*. |
| S 822 Cost verification | |
| S 822.1 | The *Contractor* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) within the Affected Property for the purpose of verifying the Defined Cost incurred. |
| S 822.2 | The *Client* ensures that data viewed in the Affected Property for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure. |
| S 822.3 | The *Contractor* obtains agreement from the data subject for the review of Personal Data within the Affected Property for verification. |
| S 825 Format of Records | |
| S 825.1 | [Note to Compiler – Paragraph S 826.1 – S 826.3 apply to non AD contracts.  For AD contracts use paragraph 4 only. Amend numbering as appropriate.]  The *Contractor* ensures that records are created and maintained in an acceptable format such as   * scanned electronic image (Acrobat .pdf), * editable electronic document (Microsoft Word), * editable electronic spreadsheet (Microsoft Excel), * editable vectorised drawing format (.dwg AutoCAD format or equivalent), * graphic electronic image in compressed (.jpg) format or * other formats compatible with the *Client’s* Information Systems, reference documents or guidance manuals as agreed with the *Client.* |
| S 825.2 | The *Contractor* undertakes translation of existing records into an accepted format when instructed by the *Client.* |
| S 825.3 | The *Contractor* may from time to time agree with the *Client* alternative acceptable formats in which the *Contractor* maintains records, taking into account any advances and other developments in Information Systems. The *Contractor* implements any changes as agreed with the *Client.* |
| S 825.4 | The *Contractor* creates and maintains and records in accordance with **Annex 19**.  [Note to compiler: **Annex 19** is included for Asset Delivery Contracts only.] |
| S 826 Records and audit access | |
| S 826.1 | The *Contractor* keeps documents and information obtained or prepared by the *Contractor* or any Subcontractor in connection with the contract for a period of 12 years after the end of the *service period*. |
| S 826.2 | The *Contractor* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Contractor* or any subcontractor (at any stage of remoteness from the *Client*). |
| S 826.3 | The *Contractor* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary. |
| S 826.4 | This section does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 for the examination, certification or inspection of the accounts of the *Contractor.* |
| S 826.5 | The *Contractor* records efficiencies within an efficiency register, updates and submits the efficiency register to the *Service Manager* on a monthly basis.  [Note to Compiler – check with *Client* if efficiency register is a requirement of the contract and include the above where required.] |
| S 900 Working with the *Client* and Others | |
|  | Detail the activities of Others in the Affected Property.  The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the *service*. State any requirements that have been agreed with Others. |
| S 905 Sharing the Affected Property with the *Client* and Others | |
| S 905.1 | The *Contractor* cooperates with and shares the Affected Property with the following organisations |
| S 905.2 | [State any additional specific requirements and constraints for sharing the Affected Property with Others.  Provide a list of activities to be undertaken, explaining   * what is being done, * who is doing it, * when it is being done and for how long, * where is it being done and * how the *Contractor* is to co-operate and share the Affected Property and whether it provides any services or other things (refer to S 1005 if necessary).   The interface between the *Contractor* and Other is often complex and the obligations of the parties should be stated. The information may be conveniently provided in the form of interface schedules to ensure that arrangements are ‘back-to-back’.  TSC 23.1 and TSC 60.1(6)] |
| S 910 Co-operation | |
| S 910.1 | The *Contractor* co‑operates with other suppliers in obtaining and providing information needed. |
| S 910.2 | The *Contractor* co-operates with the following organisations  [Identify the organisations and set out details of the work the organisations are to do and any special requirements or other conditions agreed with them.]  Identify known information requirements, for the *Contractor* to obtain from Others or provide to Others and timing. |
| S 910.3 | The *Contractor* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning. |
| S 910.4 | [State any project specific requirements and constraints for co-operation and co-ordination. If there are none state “Not Used”]  TSC 23.1 60.1 (6).] |
| S 915 Co-ordination | |
| S 915.1 | The *Contractor* co-ordinates with local highway authorities to ensure roadwork clashes are prevented.  [Check relevance re “highways authorities”] |
| S 915.2 | The *Contractor* programmes the *service* in a manner that minimises the impact on the customer, working in conjunction with the *Client’s* major projects and operations directorates.  [Check these are the relevant directorates] |
| S 915.3 | The *Contractor* programmes any PCF product review requests at least 6 weeks in advance of the review and ensures that all programmed dates are met.  [Relevant for projects that follow PCF – will need rewording for those that do not. Only use if included S 264. If not delete text and insert Not used.] |
| S 915.4 | The *Contractor* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture. |
| S 915.5 | 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 915.6 | [State how the *Contractor* is to liaise with the *Client* and Others for the co-ordination of the works and access. If there are none state “Not Used”.] |
| S 920 Authorities and utilities providers | |
|  | [Identify works to be carried out by authorities and utilities providers. State the responsibility for enquiry, management, procurement, provision of notices and payment.  List applicable bodies; include Network Rail if working close to a railway.  State any project specific requirements and constraints for authorities and utilities providers or state ‘Not Used’.] |
| S 920.1 | The *Contractor* complies with the special requirements of the following bodies  [List applicable bodies]  for example   * The Crown Estate, * Environment Agency, * Natural England, * Historic England, * Network Rail and * High Speed 1.   The *Client* engages in all preliminary consultations and negotiation with the utilities providers. |
| S 1000 *Services* and other things to be provided | |
|  | State the services and other things that are to be provided by the *Client* for use by the *Contractor* and by the *Contractor* for use by the *Client*, *Service Manager* or Others. Identify who they are provided for. It is not necessary to list things that the Contract requires for his own use to Provide the Service.  State any requirements for the quality and maintenance of the services to be provided,  State those items of Equipment which the *Contractor* will be required to provide for the *Client’s* use at the end of the Service Period.  State what information, including manuals, relating to the Equipment, Plant and Materials which the *Contractor* is to provide at the end of the Service Period. |
| S 1005 Services and other things provided by the *Contractor* for the use by the *Client*, *Service Manager* or Others | |
| S1005.1 | [May include the following   * accommodation including meeting rooms, * welfare facilities, including catering, sanitation and recreation, * medical facilities and first aid, * storage facilities, * security arrangements, * copying, * telephone, fax, radio or CCTV, * computer equipment and services, * sign boards and other signage, * safety equipment and services, * fences, screens and hoardings, * postage, * access roads, * temporary facilities including scaffolding, lifting equipment, cranes and hoists. * utilities, e.g. water and power or * meter readings.   State what work the *Contractor* is required to do to maintain the above.  TSC 23.2  State any additional specific requirements and constraints for services and other things provided by the *Contractor* for the use by the *Client*, *Service Manager* or Others or If there are none state ‘Not Used.’]  The *Contractor* supplies all their own Plant and Materials for all forms of archaeological and historic building investigation. |
| S 1010 *Services* and other things provided by the *Client* | |
| S 1010.1 | [Same checklist as above. Consider the following   * access to the Affected Property, * space for accommodation and * Plant and Materials or Equipment for the *Contractor’s* use – for example, cleaning gantries, forklifts and gritter lorries.   TSC 23.2 and 23.  If there are none state ‘Not Used.’] |
| S 1010.2 | 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 the end of the Service Periodunlessthe *Service Manager* agrees otherwise*.* |
| S 1015 Equipment provided for the *Client’s* use at the end of the Service Period | |
| S 1015.1 | The *Contractor* provides the following items of Equipment for the *Client’s* use   * [insert list of items of Equipment] |
| S 1015.2 | [State any items of Equipment which the *Contractor* provides for the *Client’s* use at the end of the Service Period.  State how long the *Client* will have use of the Equipment and any requirements for its maintenance and return as applicable. State who will have title to the Equipment.  State how the *Contractor* is to liaise with the *Client* and Others for the co-ordination of the works and access.  TSC 71.2 and 92.1  If there are none delete row’] |
| S 1020 Information and other things provided at the end of the Service Period | |
| S 1020.1 | [State the *Client’s* requirements for access to information and other things at the end of the Service Period including the timescales for the retention of information. Consider any need for computer software source code for example.  The *Client* owns archaeological data, including artefactual material, generated by the *Contractor* during the project works. Unless the *Client* signs over ownership to a third party, the project archive remains in the *Client’s* possession for appropriate disposal.  State how the *Contractor* is to liaise with the *Client* and Others for the co-ordination of the works and access.  TSC 71.2 and 92.1  If there are none state ‘Not Used.’] |
| S 1100 Health and safety | |
|  | State the health and safety requirements which the *Contractor* must follow, in addition to the requirements of law. |
| S1105 Health and Safety Requirements | |
| S1105.1 | The *Contractor* complies with the *Client*’s Health and Safety Requirements outlined in **Annex 15.** |
| S1105.2 | Detail health & safety requirements, in addition to the requirements of law, which may include   * *Client’s* safety requirements, * reporting requirements, * safety management, supervision and qualifications, * management of Subcontractors, * drug and alcohol policy or * site induction procedures.   TSC 25.4  [State any project specific requirements and constraints for health and safety requirements, if there are none state ‘Not Used”] |
| S 1110 Method Statements | |
| S 1110.1 | [Detail the operations for which the *Contractor* is required to submit method statements and risk assessments to the *Service Manager* for acceptance.]  The *Contractor* submits risk assessment and method statements for the following activities   * site walkover surveys, * archaeological fieldwalking, * archaeological topographic/ earthwork survey, * archaeological geophysical survey, * archaeological trial trenching, * geoarchaeological investigation, * archaeological excavation, * archaeological strip, map and sample/ record, * geoarchaeological mitigation, * historic structure appraisals, * historic structure mitigation and * aerial reconnaissance surveys. |
| S 1115 Legal Requirements | |
| S 1115.1 | [If any health and safety duties are required by law, state who will perform them. If there are none state ‘Not Used’]  The *Contractor* adheres to CDM regulations when their work is undertaken during construction as defined under CDM. |
| S 1120 Inspections | |
| S 1120.1 | [State any requirements for review and inspection of *Contractor* health and safety procedures by the *Service Manager.* If there are none state ‘Not Used’] |
| S 1120.2 | The *Client* reserves the right to inspect the Health and Safety policy and documentation at any time. The *Contractor* co-operates within reason. |
| S 1125 Deleterious and hazardous materials | |
| S 1125.1 | [State any specific requirements and constraints for use of deleterious and hazardous materials. If there are none state ‘Not Used’] |
| S 1125.2 | The *Contractor* has Staff capable of identifying asbestos hazards. |
| S 1130 Pre-Construction Information | |
| S 1130.1 | [Identify the sections of the Pre-Construction Information that are Scope.  Information contained or identified other parts of the Scope should not repeat, or be inconsistent with, the Pre-Construction Information. If there are none state ‘Not Used’] |
| S 1200 Subcontracting | |
|  | [The *Contractor* may subcontract work using an NEC contract. Any restrictions upon the *Contractor* subcontracting work need to be stated.  The TSC does not provide for nomination of subcontractors. Alternatives to achieve similar objectives are:   * Make the *Contractor* responsible for all work; it may then subcontract parts and the *Service Manager* retains some control over the identity of the Subcontractors using clause 26 or   Provide for separate contracts, with the *Service Manager* managing the time and physical interfaces between them.] |
| S 1205 Restrictions of requirements for subcontracting | |
| S 1205.1 | Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or services exists, the *Contractor* obtains a minimum of 3 competitive written quotations for the appointment of any subcontractor or supplier forworks/serviceswith a subcontract value in excess of £10,000 unless agreed otherwise by the *Service Manager*. |
| S 1205.2 | 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 (at any stage of remoteness from the *Client*) do the same. |
| S 1205.3 | The *Contractor* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers. |
| S 1205.4 | The *Contractor* may propose to the *Service Manager* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Contractor’s* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier. |
| S 1205.5 | The *Contractor* ensures that all subcontracts with subcontractors (at any stage of remoteness from the *Client*) (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any subcontracts with subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract. |
| S 1205.6 | The *Contractor* may propose to the *Service Manager* that a subcontract used to appoint a subcontractor (at any stage of remoteness from the *Client*) is not a NEC form of contract. The *Contractor* does not appoint a subcontractor (at any stage of remoteness from the *Client*) using a contract form other than NEC unless the *Service Manager* 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 1205.7 | The *Contractor* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Service Manager* for acceptance and for the purposes of clause 24.4 (where main Option C or E applies) this paragraph is the *Service Manager*’s instruction to the *Contractor* to make the submission. 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 *Service Manager* it has too high a risk transfer to the proposed subcontractor. |
| S 1205.8 | The *Contractor* ensures that any subcontract of a subcontractor (at any stage of remoteness from the *Client*) is capable of being novated to a replacement contractor. |
| S 1205.9 | The *Contractor* may propose to the *Service Manager* that a subcontract of a subcontractor (at any stage of remoteness from the *Client*) 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 *Service Manager* 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 1205.10 | When requested by the *Service Manager*, the *Contractor* executes or procures the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor. |
| Structural Steelwork – Not Used | |
| Other specific requirements and constraints | |
| S 1205.24 | [State any project specific requirements and constraints for restrictions or requirements for subcontracting if there are none state “Not Used”.]  All subcontractors are a registered archaeological organisation with the CIfA or corporate members thereof, or have confirmed in writing their adherence to the CIfA Code of Conduct (CIfA 2019) (see link in **Annex FI 1**). |
|  | [State any restrictions and additional procedures which the *Contractor* follows.] |
| **S 1206 Fair payment** | |
| S1206.1 | The *Contractor* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)   * a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Client*) has completed from the previous assessment date up to the current assessment date in the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract, * a provision requiring the subcontractor (at any stage of remoteness from the *Client*) 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 subcontractors (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 1206.2 | The *Contractor* notifies non‐compliance with the timescales for payment   * to the *Client*, * to the *Service Manager* and * through the Cabinet Office Supplier Feedback Service/Mystery Shopper Service.   The *Contractor* includes this provision in each subcontract for subcontractors and requires its subcontractors to include the same provision in each subsubcontract with the intention that all subcontractors (at any stage of remoteness from the *Client*) include the same provision. |
| S 1210 Acceptance procedures | |
| S 1210.1 | [State any specific submission and acceptance procedures for proposed subcontracts not based upon an NEC contract. The basic requirement for submission and acceptance is dealt with in clause 24.3  TSC 24.3 and 11.2(17)  If there are none state ‘Not Used’] |
| S 1215 Contracts Finder | |
|  | [Note to compiler- This section reflects Procurement Policy Note (PPN) 01/18 “Supply Chain Visibility” published on the 10th April 2018 about advertising subcontracting opportunities.] |
| S 1215.1 | The requirements of this section S 1211 do not apply to subcontracts placed under a Category Purchase Agreement. |
| S 1215.2 | Where the forecast amount due to be paid to the *Contractor* is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the *Contractor*   * subject to paragraphs S1215.4, S1215.5 and S1215.6, 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 the end of the *service period*, * within 90 days of awarding a subcontract to a subcontractor (at any stage of remoteness from the *Client*), 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 the end of the *service period* and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and * promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.   The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link in **Annex 02**) based on an advertised subcontract value, averaged over the life of the advertised subcontract. |
| S 1215.3 | Each advert referred to in paragraph S 1215.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Contractor*. |
| S 1215.64 | The obligation at paragraph S 1215.2 only applies in respect of subcontract opportunities arising after the Contract Date. |
| S 1215.5 | The *Contractor*, may propose to the *Service Manager* for acceptance, that a specific subcontract opportunity is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific subcontract opportunity. The *Contractor* provides further detail when requested by the *Service* *Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder. |
|  | [State any project specific requirements and constraints for Contracts Finder or delete row.] |
| S 1216 Advertising Subcontracts in accordance with the Public Contracts Regulations 2015 | |
| S 1216.1 | The *Contractor* ensures that any subcontracts for the elements of the *service* advised by the *Service Manager* in accordance with paragraph S1205.2 are   * procured in full compliance with the Public Contracts Regulations 2015, or its replacement, (the “Public Contracts Regulations”) and * are capable of being novated to the *Client* or an Other. |
| S 1216.2 | When requested by the *Service Manager*, the *Contractor* procures the Relevant Subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or an replacement contractor. |
| S 1216.3 | The *Contractor* may use the *Client*’s e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Client*’s e-tendering system. |
| S 1216.4 | The *Contractor* provides to the *Service Manager* draft procurement documents (as defined in the Public Contracts Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents   * do not comply with the Public Contracts Regulations, any case law or any EU Regulations, * do not comply with or meet the requirements of the contract, * in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*) or * do not enable the *Contractor* to Provide the Service. |
| S 1216.5 | The *Contractor* does not publish any procurement documents until the *Service Manager* has accepted them. |
| S 1300 Work call off arrangements - Not Used | |
| S 1400 Acceptance or procurement procedure (Option C and E only) | |
|  | [State procurement, submission or acceptance procedures which apply in addition to the constraints set out within section S 1210. (As above this is relevant to Options C and E where payment to the *Contractor* is based upon Deﬁned Cost. The deﬁnition of Disallowed Cost refers to acceptance and procurement procedures stated in the Scope).] |
| S 1405 Procurement procedures | |
| S 1405.1 | [State any procurement, submission or acceptance procedures which apply in addition to the constraints set out within section S 1210.  TSC C & E 11.2(24)  If there are none state ‘Not Used’] |
| S 1410 Submission and acceptance procedures | |
| S 1410.1 | [State any submission or acceptance procedures which apply in addition to the constraints set out within section S 1210.  TSC C & E 11.2(24)  If there are none state ‘Not Used’] |
| S 1500 Accounts and records (Options C and E) | |
|  | Detail any records to be kept by the *Contractor*, in addition to those listed in clause 52.2. |
| S 1505 Additional records | |
| S 1505.1 | [State any project specific requirements and constraints for additional records,  List the additional records to be kept by the *Contractor*. This may include the following   * timesheets and work allocation sheets, * equipment records, * records of stock holdings, * forecasts of the total Defined Cost or * specific procurement and costs reports.   Define the format and presentation of records to be kept.  TSC C & E 52.2  If there are none state “Not Used”] |
| S 1505.2 | [The contract provides a very broad requirement for records to be maintained for 12 years after the end date. Include any specific project requirements here, if applicable.] |
| S 1510 Records and audit access | |
|  | [State any additional specific requirements and constraints for records and audit access, if there are state Not Used.] All records generated by the *Contractor* are made accessible to the *Client* at all times. |
| S 1700 Undertakings to the *Client* or Others (Option X8) – Not Used | |
| S 1800 Information Modelling Requirements (Option X10) | |
| S 1800.1 | [Only used when Option X10 is selected. Consider whether Option X10 is applicable to the contract. If in doubt, contact the Subject Matter Adviser.  Where this section is used in an Asset Delivery contract replace the words ‘PCF Stage’ with the words ‘design/delivery stage’.  Data collection and transfer systems need to be defined for each contract.] |
| S 1805 Information Model Requirements | |
| S 1805.1 | [State the requirements for creating the Information Model or, if more convenient, identify a document containing the requirements. The requirements may include   * procedure requirements, * model standards, * roles and responsibilities, * model use glossary, * model use requirements, * information exchange formats, * asset information requirements, * model and 2D production standards, * survey standards, * common data environment requirements or * deliverables.]   TSC X10.1(4) |
| S 1805.2 | The *Contractor* Provides the Service in compliance with the Government’s Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office Government Construction Strategy papers dated May 2011 and 2016 (see link at **Annex 02**). |
| S 1805.3 | Level of Definition is the graphical and non-graphical content required for an Information Model at each PCF Stage as specified in the Information Model Requirements. |
| S 1805.4 | Model Production and Delivery Table is the table of that name included in the Information Model Requirements for the contract that sets out   * the subject matter of the Information Model, * the person who is to produce and deliver the Information Model at each PCF Stage and * the proposed Level of Definition. |
| Creation of delivery plans | |
| S 1805.5 | Prior to the commencement of each PCF Stage, the *Client* creates and issues to the *Contractor* a delivery plan (the “Information Delivery Plan”) for the relevant PCF Stage based on the Information Model Requirements and the Model Production and Delivery Table (see **Annex 02**). |
| S 1805.6 | Within two weeks of the Information Delivery Plan being issued; the *Contractor* updates the Information Execution Plan to comply with the Information Delivery Plan and submits it to the *Service Manager* for acceptance. |
| S 1805.7 | The *Service Manager* reviews the updated Information Execution Plan and verifies that it complies with the Information Delivery Plan. The *Service Manager* updates the Model Production and Delivery Table. An additional reason for not accepting the Information Execution Plan is that is does not comply with the Information Delivery Plan. |
| Production of Project Information by the *Contractor* | |
| S 1805.8 | The *Contractor* develops the following documents for acceptance by the *Service Manager* within[insert timescales – suggest four (4)] weeks of the *starting date*   * supply chain BIM capability assessment, * Geographical Information System strategy and implementation plan and * design management plan (BS 7000-4 compliant), along with a simple BIM strategy document. |
| S 1805.9 | The *Contractor*   * produces the Project Information (excluding any material forming part of the Project Information which is provided to the *Contractor* by or on behalf of the *Client*) at each PCF Stage to the relevant Level of Definition specified in the Model Production and Delivery Table and in accordance with the latest Information Execution Plan, * validates the Project Information against the requirements set out in the Information Model Requirements and the Information Execution Plan, * delivers the Project Information to the *Service Manager*, * uses the Models in accordance with any procedures in the Information Model Requirements, * co-operates with the *Service Manager* and Others and * otherwise complies with the Information Model Requirements. |
|  | [State any additional specific requirements and constraints for Information Model Requirements, which are not covered by other sections.] |
|  | [Update the following section as appropriate to ensure that it complies with current requirements. Note that this section contemplates a design/build contract and needs amendment where the *Client* engages separate suppliers to undertake design and construction.] |
| S 1805.10 | The *Contractor* develops its design(s) as a complete Information Model. The *Contractor* hosts the Information Model on the Common Data Environment. |
| S 1805.11 | Not Used. |
| S 1805.12 | Not Used. |
| S 1805.13 | The *Contractor* records and reports all benefits of BIM to the *Service Manager*, through the approved *Client* efficiency process along with producing relevant case-studies as specified by the *Client.* |
| S 1900 Performance Bond (Option X13) | |
|  | [If secondary option X13 is used ensure the form of performance bond is included as an Annex and state “The form of performance bond is included in **Annex XX”** otherwise state “Not Used”.] |
| S 1905 Performance bond | |
| S 1905.1 | [This option can only be used in exceptional circumstances and requires permission from the procurement director and appropriate advance payment approval from the appropriate advance payment financial delegation holder.  If secondary option X14 is used ensure the form of advance payment bond is included as an Annex and state “The form of advance payment bond is included in **Annex XX**” otherwise state “Not Used”.] |
| S 2000 Low service damages (Option X17) – Not Used | |
| S 2100 Project Bank Account (Option Y(UK)1) | |
| S 2100.1 | The *Contractor* ensures that any deeds associated with the Project Bank Account (PBA) are issued to the relevant parties and are provided to the *Client* to apply original signatures and common seals to prevent any payment issues. |
| S 2100.2 | The *Contractor* ensures that   * there is one original copy of deed for each party to the deed, * it issues the original copy of a deed to the *Service* Manager for the attachment of the Client’s common seal and * each original copy of the deed has original signatures from the relevant authorised signatories. |
| S 2105 Adding a Named *Supplier* | |
| S 2105.1 | [State any additional specific requirements and constraints for adding a subcontractor to the Named Suppliers.] |
| S 2110 Project Bank Account (PBA) Tracker | |
| S 2106.1 | The *Contractor* completes and submits to the *Service Manager* on a monthly basis   * a fully populated PBA tracker (see link in **Annex 02)** detailing payments made by the *Contractor* to its subcontractors (at any remoteness from the *Client)* and * detailed bank statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients is redacted from the *Contractors* main account statement before submission) in .pdf format. |
| S 2106.2 | The *Contractor* explains all variances from the previous month and submits further information to the *Service Manager* in response to any queries raised. |
| S 2106.3 | The *Service Manager* monitors the tracker for the time it takes the *Contractor* to pay its subcontractors (at any stage of remoteness from the *Client*) 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 subcontractors (at any stage of remoteness from the *Client*) joined to the PBA. |
| S 2106.4 | If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Service Manager* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid in a timely manner. |
| S 2106.5 | The *Client* may carry out audits on the subcontractors (at any stage of remoteness from the *Client)* to assess the full extent of how supply chain payments are made. |
| S 2106.6 | Where the *Contractor* transfers monies from other accounts into the PBA this is stated on the bank statement. |
| S 2106.7 | [State any additional specific requirements and constraints for PBA Tracker] |
| S 2200 *Client’s* service specifications and drawings | |
|  | [Include here the detailed service specifications and drawings which describe the service. A contents list may be provided or the documents themselves may be included or both.  State any project specific requirements. If there are none, state “Not Used”.] |
| S 2205 *Client’s* service specification | |
| S 2205.1 | The work specification is contained in the Specification detailed below. |
| S 2205.2 | The Specification referred to in the Scope is the ‘Specification for Highway Works’ current at the Contract Date, published by The Stationery Office (TSO) as Volume 1 of the Manual of Contract Documents for Highway Works (see link at **Annex 02**), as modified and extended by the following   * appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures, * appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures and * The “numbered appendices” listed in appendix 0/3. |
| S 2205.3 | Where any of the numbered appendices may conflict or be inconsistent with any provision of the ‘Specification for Highway Works’ the numbered appendices always prevail. |
| S 2205.4 | Any reference in the contract to a clause number or appendix in the Specification is be deemed to refer to the corresponding substitute clause number or appendix listed in appendix 0/1 or 0/2. |
| S 2205.5 | Where a paragraph (clause) in the Specification is altered any original table/figure referred to in the paragraph (clause) applies unless the table/figure is also altered. Where a table/figure is altered any reference in a paragraph (clause) to the original table/figure applies to the altered table/figure. |
| S 2205.6 | Where a paragraph (clause) in the Specification for Highways Works relates to Equipment, Plant or Materials which is not required for the *service*, the clause does not apply. |
| S 2205.7 | Any appendix referred to in the Specification which is not used does not apply. |
| S 2210 Drawings | |
|  | [If not appropriate to the contract, please delete section and insert Not Used.] |
| S 2210.1 | The Drawings are listed in appendix 0/4 of the Specification. |
| S 2211 Standards and Procedures | |
| S 2211.1 | 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 SXXX [reference to relevant section containing *Client’s* work specification]. |
| S 2211.2 | If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed by the *Service Manager*. |
| S 2211.3 | [Insert all relevant standards and procedures for the contract  If none state “Not Used”.] |
| S 2300 Transfer of Rights | |
| S 2305 *Contractor’s* rights over material prepared for the design of the *service* | |
| S 2305.1 | The *Contractor* acquires no rights over material prepared for the design of the *service.* |
| S 2310 Other rights to be obtained by the *Contractor* | |
| S 2310.1 | The *Contractor* 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 2310.2 | The *Contract*or 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 2310.3 | The *Client* does not acquire any ownership right, title or interest in or to the Contractor Background IPR. |
| S 2400 Designated funds – *Contractor’s* proposals | |
|  | [Optional clause if not required state “Not Used” here and delete the following] |
| S2400.1 | The *Service Manager* may request the *Contractor* to submit a proposal for the development of an Innovation. The *Service Manager* provides to the *Contractor* a brief   * describing the Innovation and its linkage to the subject-matter of the contract, * stating when the Innovation is to be deployed and, if appropriate, removed from the Affected Property and * indicating the desired outcome and the outputs to be produced by the *Contractor*. |
| S2400.2 | Before submitting the draft proposal and if requested by the *Service Manager*, the *Contractor* attends a meeting to discuss the developing proposal and potential products. |
| S2400.3 | The *Contractor* submits the proposal to the *Service Manager* for acceptance within two weeks of the request or such other period as the *Service Manager* agrees. The proposal includes any necessary changes to the Scope. |
| S2400.4 | The *Service Manager* replies to the proposal within [two] weeks. If the *Service Manager’s* does not accept the *Contractor’s* proposal, the *Service Manager* states the reasons. The *Contractor* submits a revised proposal taking account of the reasons to the *Service Manager* for acceptance within one week. |
| S2400.5 | If the *Service Manager* accepts the proposal, the *Service Manager* instructs the development of the Innovation as a change to the Scope. |
| S2400.6 | The *Contractor* identifies separately in each application for payment the part of the Price for Service Provided to Date that is attributable to the development of each Innovation. The *Contractor* provides any associated payment details requested by the *Service Manager*. |