Highways England Company Limited

NEC4 Term Service Short Contract

(June 2017 with amendments January 2019)

SCOPE

in relation to *services* for

Technical Surveys and Testing – Pavement (non-intrusive)

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Nov 2020
1	0	Amendment of standard in S 202.2	ET	Jan 2021

Contents

Table of Annexes 5
S 100 Description of the service 6
S 101 Service objectives 6
S 102 Description of the service 7
S 103 Client's Objectives 9
S 104 Identified and Defined Terms 11
S 200 Specifications 11
S 201 Specifications 11
S 202 Tests and inspections 12
S 204 Management of tests and inspections and provisions of samples 17
S 205 Not used 17
S 207 Task completion 17
S 208 Not used 18
S 209 Not used 18
S 210 Requirements of others 18
S 211 Not used 18
S 300 Constraints on how the Contractor Provides the Service 18
S 301 General constraints 18
S 302 Confidentiality 18
S 316 Contractor's application for payment 21
S 325 Pre-Construction Information (UK specific, CDM Regulations 2015) 23
S 326 Insurances 23
S 327 Official Secrets Act 23
S 328 Disclosure Requests 23
S 329 Conflict of Interest 24
S 330 Client's Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter 25
S 331 Discrimination, Bullying and Harassment 25
S 332 Energy Efficiency Directive 27
S 333 Environmental and sustainability requirements 28
S 334 People Strategy 29
S 335 Offshoring of data 29
S 336 Not used 30
S 337 Information Systems & Security 30

S 338 Quality Management 30
Quality management system 30
Quality Plan 31
Audit and nonconformities (including "defects") 31
S 339 Deed of Novation 32
S 340 Reporting of Small and Medium Enterprises 33
S 341 Performance measurement 34
S 342 Format of Records 34
S 343 Records and audit access 34
S 344 Subcontracting 35
S 345 Contract Finder 36
S 346 Fair Payment 37
S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015 38
S 348 Parent Company Guarantee 38
S 349 Legal Opinion 38
S 350 Project Bank Account 40
S 351 Not used 40
S 352 Project Bank Account Tracker 40
S 353 Contractor's rights over material prepared for the design of the service 41
S 354 Other rights to be obtained by the Contractor 41
S 400 Requirements for the Contractor's plan 41
S 401 Plan 41
S 402 Information to be shown on the plan 42
S 403 Submitting the plan 42
S 500 Services and other things to be provided by the Client 43
S 501 Things to be provided by the Client 43
S 600 Property affected by the service 44
S 601 Property owned by the Client that is affected by the service 44
S 602 Property not owned by the Client that is affected by the service 44
S 603 Not Used 44
S 604 Not used 44
S 605 Contact information 44
S 606 Procedures for access 45

Table of Annexes	
Annex Number	**Name of Annex**
01	Defined Terms
02	Reference Documents
03	Insurance
04	Security & Identification of People
05	Customer Requirements
06	People Strategy
07	Not Used
08	Not used
09	Information Systems
10	Not used
11	Not Used
12	Not Used
13	Form of Novation (*Client* to new *Client*)
14	Form of Novation (*Contractor* to new *Contractor*)
15	Health and Safety
16	Parent Company Guarantee

S 100 Description of the *service*

S 100.1 The Technical Services and Testing – Pavement (non-intrusive) contracts comprise of six term service contracts, each with a duration of seven years, subject to satisfactory performance.

S 100.2 Each region is covered by one contractor. The regions covered by these contracts are;

- North West (areas 10 and 13)
- Yorkshire and North East (areas 12 and 14). Area 12 will be covered by this contract from June 2021
- East (areas 6 and 8)
- Midlands (areas 7 and 9). Area 9 will be covered by this contract from July 2022
- South East (areas 3 and 4). Area 3 will be covered by this contract from November 2021
- South West (areas 1 and 2)

A map of each region can be found in **Annex 02**.

S 100.3 The area in which the *Contractor* Provides the Service for this contract is the *region.*

S 100.4 The *Contractor* may be asked to cover work in an adjacent region. If this should occur, the *Client* will discuss this with the *Contractor* and it will be classed as a Compensation Event.

S 100.5 *The Client* will instruct surveys to be undertaken via individual Task Orders.

S 101 *Service* objectives

S 101.1 The survey information provided by the *Contractor* will be used by the *Client* for a range of purposes, including asset management and improved asset knowledge, and for the development and design of network maintenance and improvement schemes.

S 101.2 The contract is designed to be flexible and allow for direct issuing of work. Task Orders can be used in several ways, from instructing single, unplanned surveys to a long-term programme of work.

S 101.3 Appointing one *Contractor* to cover each region gives certainty of work and builds collaborative relationships between *Client* and *Contractor*. Responsiveness is improved by the simpler, faster issuing of Task Orders and earlier engagement with the *Contractor*.

S 101.4 The contract seeks to improve data quality by working closely with the *Contractor*, both to ensure that the data provided is accurate and to explore innovative approaches to delivering surveys through the life of the contract.

S 102 Description of the *service*

S 102.1 The site-specific requirements will be detailed in individual Task Orders but in general, the *Contractor* will be required to undertake the following activities:

Ground Penetrating Radar (GPR)

Walked and driven GPR surveys in 2D and 3D outputs

Deflectograph

As per CS229 Data for Pavement Assessment. Results should be provided in BCD file format suitable for upload into HAPMS. Occasionally analysis of the data and an interpretative report may be required for locations such as hard shoulders where HAPMS can't process the data

Falling Weight Deflectometer (FWD), Heavyweight Deflectometer (HWD) and Lightweight Deflectometer (LWD)

In-situ structural assessment of all types of pavements to determine stiffness of bound and unbound pavement layers. Back analysis of data. LWD surveys will be instructed when they are not included as part of an intrusive survey.

Visual Condition Inspections – walked, driven or automated

As per Appendix E1 of CS 229 Data for Pavement Assessment.

Non routine SCRIM and Griptester surveys

BS 7941 series. Methods for measuring the skid resistance of pavement surfaces

For BS 7941 Part 1 Sideway-force coefficient routine investigation machine (SCRIM), surveys shall be referenced with GPS co-ordinates and results should also be provided in BCD file format suitable for upload into HAPMS

Investigation of sites with low skid resistance

Investigation of sites with low skid resistance in accordance with CS228. This may involve network wide CRASH model analysis and/or detailed investigation of sites in accordance with CS228 Section 6

Sampling and Laboratory Testing

Sampling and Lab testing of collected material samples to determine physical properties when not covered by the Pavement (Intrusive) TST contract.

S 102.2 The primary purpose of these surveys is to provide technical data and an in-situ structural assessment of fully flexible, flexible/composite and concrete pavements to identify defects and structural failings

S 102.3 Task Orders can be issued as urgent single surveys or multiple surveys from a plan or programme. Timings from the issue of Task Orders to surveys taking place will be dependent on the availability of roadspace and the urgency of the work.

S 102.4 The Contractor is responsible for post-site works analysis and pre-processing data and providing it to the Client. In some cases the data will need to be in a format that is acceptable for uploading to the Client's systems as detailed in the Asset Data Management Manual (see link in **Annex 02**).

S 102.4 The Contractor may be required to provide temporary traffic management to facilitate surveys.

S 102.5 The Contractor may be required to provide other related surveys such as undertaking trials of new technology relating to pavement surveys and providing technical support and providing interpretive reports, for example, back analysis of FWD results to determine pavements residual life in terms of years and MSAs (million standard axels).

S 102.6 When required for individual Task Orders, the Contractor shall undertake the CDM duty holder role of principal Contractor and co-ordinate the works on site, including in some cases the works of other Contractors employed by the Client to undertake surveys.

S 102.7 The specification that shall apply to the services is detailed in Section S 200 with links to the following standard specifications:

- CS 229 Data for Pavement Assessment
- PAS 128:2014 Specification for underground utility detection, verification and location
- Manual of Contract Documents for Highway Works (MCHW), Volumes 1 & 5
  http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/index.htm
  http://www.standardsforhighways.co.uk/ha/standards/mchw/vol5/section3.htm

Specification for the Reinstatement of Openings in Highways

S 102.8 It is accepted that technology will change over the contract period. Any new proposed working method, technology or output from technology, that is not covered by the current standards mentioned will need a Departure from Standards to be submitted. Granting the Departure from Standards is not automatic once the submission is made and the submission in itself is not a guarantee it will be accepted.

S 102.9 There may also be a change in the BS EN, DRMB standards or others referred to in the document in relation to the working method, technology or output. These will be notified to the Contractor as to when Highways England will expect to apply these.

S 102.10 The Services shall be provided in accordance with the requirements detailed within the contract documents and any additional requirements detailed in the individual Task Order.

S 102.11 The Contractor is required to produce the following deliverables:

- Results and reports of individual surveys in accordance with the requirements detailed in this Contract and individual Task Orders

S 103 *Client's* Objectives

S 103.1 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 the delivery of these.

About us

S 103.2 The *Client* is a road operator responsible for manging the busiest network in Europe, carrying one-third of all road traffic and two thirds of freight traffic in England.

S 103.3 The *Client's* strategic road network is a key enabler of economic growth and prosperity and are essential to the quality of life of the nation.

S 103.4 The *Client* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the strategic road network in the public interest and maintain the network on a day-to-day basis and provide effective stewardship of the network's long-term operation and integrity.

The *Client's* Vision

S 103.5 The *Client*'s vision, as set out in the *Client's* 'Strategic Business Plan' (see link in **Annex 02**) is to revolutionise our roads and create a modern strategic road network across England over the next 25 years. We will play our part in supporting economic growth and shaping a modern Britain to make a real difference to people's lives and businesses' prospects.

The *Client*'s Imperatives

S 103.6 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 have.
- **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 103.7 The *Client'*s imperatives set out what we do, and the *Contractor* aligns with these imperatives and supports the *Client*t in achieving the *Client*'s outcomes.

The *Client's* Values and Expectations

S 103.8 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.
- **passion** – building on our professionalism and expertise, we are always striving to improve, delivering a network that meets the needs of our customers.

S 103.9 The *Client*'s values describe how we deliver our vision and imperatives, how we treat each other, and expect to be treated, how we want to be seen as an organisation and how we do business.

S 103.10 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.

S 103.11 The *Client* will:

- put our asset data at the heart of everything we do so that we make effective, robust and customer-focused network decisions
- develop our asset information and cost intelligence to improve investment and maintenance decision making working towards whole life costing and improving efficiency
- ensure everybody takes a joint responsibility to maintaining our asset data

The *Client*'s Outcomes

S 103.12 The *Client's* 'Delivery Plan' (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.

S103.13 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 freer-flowing network
- an improved environment
- a more accessible and integrated network.

S103.14 This will be achieved through:

- planning for the future,
- growing capability,
- building Relationships,
- efficient and effective delivery
- improving customer interface.

S 104 Identified and Defined Terms

S 104.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the conditions of contract or have meaning given to them in **Annex 01**.

S 105 Reference Documents

S 105.1 References to documents within this Scope can be found in **Annex 02**.

S 200 Specifications

S 201 Specifications

S 201.1 Surveys are commissioned for the purposes of the development and design of network maintenance and improvement schemes.

S 201.2 The *Contractor* shall review this specification and supplementary information provided with individual Task Orders to determine a programme and verify the price for completion of site works – including any requirements for traffic management.

S 201.3 The *Contractor* provides regular updates to the *Client* on the progress of surveys during Task Orders. As a minimum this shall be weekly via email.

S 201.4 The *Contractor* may be asked to undertake some or all of the surveys outlined in this contract and they shall conform to the requirements detailed in CS 229 and other standards where specified.

Other *Contractor*s, landowners, occupiers and entry

S 201.5 The *Contractor* collaborates with other *Contractor*s employed by the *Client* and ensures their surveys are undertaken in the most efficient manner.

S 201.6 Unless otherwise stated in the Task Order, owners and occupiers of all the land covered by the survey will have been notified of the period during which entry is likely to be required and their permission for entry secured by the *Client.*

S 201.7 Notwithstanding the above, the *Contractor* shall, where possible, notify the landowner / occupiers upon arrival and agree with them all routes and means of access. Where

access to the *Contractor* is refused, the *Contractor* shall immediately notify the *Client*.

Construction phase plan, risk assessments and method statements

S 201.8 In circumstances where the *Contractor* has been appointed as the principal *contractor*, they fulfil the duties of the role and produce and maintain a construction plan.

S 201.9 In circumstances where the *Contractor* has been appointed to work with a principal *contractor*; The *Contractor* provides the principal *contractor* with information they require, such as risk assessments and method statements (RAMS) relating to the activities the *Contractor* intends to carry out.

S 201.10 The *Contractor* shall include copies of calibration certificates for their survey equipment upon request.

S 201.11 The *Contractor* reviews any information on statutory undertakers obtained and provided in the pre-construction information for Task Orders and satisfies themselves that all Statutory Undertakers equipment impacted by the Services is identified, and that any other services or supplies which are impacted by the Services are similarly identified. No guarantee is given regarding the accuracy or completeness of the information supplied by the *Client* in relation to the statutory undertakers.

Quality Control

S 201.12 The *Contractor* shall employ a suitable methodology to ensure that the requirements of this specification are met.

S 201.13 The *Contractor* proactively identifies improvements and records ‘lessons learned’ when surveying. The *Contractor* notifies the *Client* of any such findings and implements measures that improves surveying.

S 201.14 All sampling and laboratory testing to be undertaken by organisations holding UKAS accreditation to ISO/IEC 17025:2005 ‘General requirements for the competence of testing and calibration laboratories’.

S 201.15 All material testing shall be undertaken in accordance with the relevant British Standards.

S 202 Tests and inspections

Ground Penetrating Radar (GPR)

S 202.1 There are 4 main reasons to undertake such surveys.

(1) To look at the top 500mm of flexible pavement to ascertain cracking in the binder courses and any other movements in the base.

(2) To measure the thickness of the pavement and of the individual layers of

which it is constructed and, if practicable, to obtain information about the condition of these layers, including voids.

(3) To carry out a below slab analysis of concrete surfaced pavements (including those with a thin overlay 50-75mm), to a depth of 1500mm. The aim being to detect voids causing surface conditions or other base movement.

(4) To ascertain the relationship of services to surface conditions. These utilities or drainage features, structures may reflect visual clues to the surface or be currently hidden and may cause short to long term issues with the anticipated longevity of the pavement. This survey is applicable to concrete and asphalt pavements.

S 202.2 There are two main methods and one subsidiary method of delivery for ground penetrating radar and ultrasound;

The first is by vehicle driven at traffic speed (up to 80km/hr), providing a class A assessment as defined by CS 229.

The second is a walked survey using a walked GPR unit. This is expected to provide a class A assessment.

S 202.3 For pavements having metal reinforcement, it is recommended that an ultrasound scan be used to detect the nature of the dowels, or gauge and spread of reinforcement to a depth of 400mm. Expected to provide results to class B assessment.

GPR general constraints

S 202.4 There are a number of radio astronomy sites in the UK which prohibit the use of GPR with 7 Km unless special permission is obtain from OFCOM the wireless regulator. They are:

(1) Defford

(2) Cambridge

(3) Knockin

(4) Darnhall

(5) Jordell Bank

(6) Pickmere

S 202.5 The *Contractor* shall present before commencing work a Certificate of registration with at least 6 months to run from the Regulator.

S 202.6 In addition to the standards provided in DMRB 7 Section 3 Part 2 HD 29/08, the *Contractor* takes account of the following when planning and undertaking surveying:

- Frost or ice in the formation or on the surface may affect results and surveys should be postponed during such weather.
- Concrete should be ideally assessed in Spring or Autumn at the median of the expected slab movement.
- As well as longitudinal surveys with a walked device a 30m transverse transect shall be taken with a walked device starting at the beginning of chainage and at 30m intervals there after across the width of the pavement.
- Output in 2D or 3D will be specified before survey is contractually undertaken.
- Referencing for accuracy should be within +/- 1m on traffic surveys and +/- 20mm on walked surveys.
- All details of utility cuts should be provided when a walked survey is carried out. This will involve a deeper scan to a depth of 3m to show any ground disturbance in the base layers associated with the road.
- The survey area should include the area to be surveyed plus 10m each side to allow for calibration reference of surrounding materials.
- For dowels and reinforcement to 400mm then ultrasound should be considered on the basis of 5-10% of the sample on a 1m x 1m square grid.
- Minimum distance for in traffic surveys should be 1km.
- Minimum distance for walked surveys should be 100m.
- Layers thicknesses should be within -/+10mm.

GPS coordinates should be to Wotan 84 and suitable for use with Esri ARC GIS.

S 202.7 In addition to the outputs specified in Para 6.38 of DMRB 7 Section 3 Part 2 HD 29/08, the *Contractor* shall provide the following additional information in their survey report:

- Speed of survey
- Type of machine used and make
- Class of survey (Class A preferred). If Class B, then the survey sheet should reference other back up sources
- Utilities shown should be referenced where known i.e. BT, potable water, foul sewer or surface water drain, electrical cable, cable TV or gas supply (this

can be sourced from Utility providers or by reference on site)

- OS map over lay showing the area of the survey
- Results should be in rainbow colours and also in two-tone, this should choose the most suitable colour content to highlight the contrasting features found on the survey.

Depth reference should be overlay over survey data for easy read and referencing

S 202.8 Unless agreed otherwise with the *Client*, all survey reports are to be issued to the *Client*'s representative (as defined in the individual Task Order) in an electronic format no later than 14 days after completion of the site works and 60 days where an interpretive report is specified as being required as part of the Task Order.

S 202.9 The output could be in 2 or 3 dimensions. The actual requirement on dimensions will be specified in the Task Order.

Deflectograph

S 202.10 On carriageways with two-way traffic the *Contractor* shall survey the left-hand lane in each direction, Lanes CL1 and CR1. On carriageways with one-way traffic they shall survey only the left-hand Lane 1. The Task Order will state if other lanes require surveying.

S 202.11 Unless otherwise stated the *Contractor* shall always carry out the survey over the full length of each HAPMS Section affected. In some cases traffic management or other restrictions may prevent this.

S 202.12 The *Contractor* shall provide the results in a BCD file for each Section or part thereof surveyed. The files shall compatible with HAPMS requirements and capable of being uploaded directly into HAPMS. The results shall be provided within two weeks of the completion of each survey.

Falling Weight Deflectometer (FWD), Heavyweight Deflectometer (HWD) and Lightweight Deflectometer (LWD)

S 202.13 FWD surveys are undertaken for structural assessment of all pavements to obtain layer stiffness.

S 202.14 The *Contractor* shall undertake this type of survey in accordance with CS 229 Section 4 for FWD and HWD; BS-1924-2/MCHW Volume 1 Series 800 CL882 and 885 for LWD

S 202.15 The *Contractor* may be required to analyse the survey data in accordance with CS 229, provide further analytical or design reports as detailed in the task order or provide raw data in the form of F20 files for the client to analyse.

Visual Condition Inspections – walked, driven or automated

S 202.16 As per Appendix E1 of CS 229 Data for Pavement Assessment.

Testing

S 202.17

Sampling and Lab testing of collected material samples to determine physical properties when not covered by the Pavement (Intrusive) TST contract, including but not limited to;

BS EN 12697-27 Bituminous mixtures. Test methods. Sampling

BS EN 12697 series. Bituminous mixtures. Test methods

BS EN 1426, BS 2000-49. Bitumen and bituminous binders. Determination of needle penetration

BS EN 1427, BS 2000-58. Bitumen and bituminous binders. Determination of the softening point. Ring and Ball method

BS EN 14770. Bitumen and bituminous binders. Determination of complex shear modulus and phase angle. Dynamic Shear Rheometer (DSR)

BS EN 13588. Bitumen and bituminous binders. Determination of cohesion of bituminous binders with pendulum test

BS EN 932 series. Tests for general properties of aggregates

BS EN 933 series. Tests for geometrical properties of aggregates

BS EN 1097 series. Tests for mechanical and physical properties of aggregates

BS EN 1367 series. Tests for thermal and weathering properties of aggregates

BS EN 1744 series. Tests for chemical properties of aggregates.

BS EN 13036 series. Road surface characteristics. Test methods

Rolling Straight Edge TRRL Supplementary Report 290:1977 and MCHW CL702

BS EN 12350 series. Testing fresh concrete

BS EN 12390 series. Testing hardened concrete. Chemical testing on concrete looking for carbonisation etc. and problems with rebar corrosion

Schmit hammer testing on concrete sections

Manual straight edge testing

S 202.18 Unless agreed otherwise with the *Client*, all survey reports are to be issued to the *Client*'s representative (as defined in the individual Task Order) in an electronic format no later than 14 days after completion of the site works and 60 days where an

interpretive report is specified as being required as part of the Task Order.

S 203 Samples

S 203.1 Any project specific requirements and constraints for samples will be detailed in the individual Task Orders where relevant.

S 204 Management of tests and inspections and provisions of samples

S 204.1 Any project specific requirements and constraints for the management of tests and inspections and provision of samples will be detailed in the individual Task Orders where relevant.

S 205 Not used

S 206 Asset data management

S206.1 The *Contractor* complies with the "Asset Data Management Manual (ADMM)", as referenced in **Annex 02**, in managing asset data (plan, capture, store, use and dispose).

S 207 Task completion

S207.1 The *Contractor* delivers to the *Client* on Task Completion the final 'deliverable' version of any data in electronic format that allows continued access by the *Client* and is capable of transfer to the *Client's* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats

- scanned electronic image (.pdf),
- graphic electronic image in compressed (.jpg) format or
- other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Client.*

Data provided is to be compatible with the *Client's* systems and in accordance with the " Asset Data Management Manual (ADMM") (refer link in **Annex 02**), in order that the *Client* can update the *Client's* systems.

S207.2 The list of documents/ activities to be completed in order to achieve Task Completion are as follows

- HAPMS – Highways Agency Pavement Management System,
- HAGDMS – Highways Agency Geotechnical Data Management System
- a snagging list / outstanding issues – a comprehensive snagging list is produced and provided to the *Client*. This list is signed by the *Contractor*, the *Client's* asset manager and maintenance contractor to confirm acceptance of the outstanding issues. The *Client* confirms the individuals who are approved signatures to achieve Task Completion and

- the removal of traffic management or any other works/measures which could cause traffic flows to be impeded or restricted.

The snagging list/outstanding issues are independent of, and should not be used in place of, any Early Warning notices or Compensation Events.

S 208 Build-up of the Task price list

S 208.1 The Task price list in each Task Order may be completed by either the *Client* or the *Contractor* and is built up by selecting the survey type and any required traffic management from the 'Price List – Main Works' section.

S 208.2 If the *Contractor* has been instructed to act as Principal Contractor, the Task price list should be built up from the items in the 'Price List – Preliminaries' section.

S 209 Not used

S 210 Requirements of others

S 210.1 Any requirements for the *Contractor* to obtain or satisfy any necessary authority requirements (for example planning officials or government departments) will be defined in the individual Task Orders where relevant.

S 211 Not used

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

S 301 General constraints

S 301.1 The *Contractor* Provides the Service in such manner as to minimise the risk of damage or disturbance to or destruction of third party property.

S 301.2 Any information relevant to the site that will affect the survey to be undertaken will be provided to the *Contractor* prior to the starting date of a Task Order.

S 301.3 The *Contractor*'s working hours for site works will be defined in the individual Task Order.

S 301.4 Any site specific constraints will be defined in the individual Task Order.

S 302 Confidentiality

S 302.1 The *Contractor* ensures that anyone employed by it (or acting on its behalf) keeps confidential and does not disclose to any person

- the terms of the contract
- any confidential or proprietary information (including Personal Data) provided to or acquired by the *Contractor* in the course of Providing the Service.

except that the *Contractor* may disclose information

- to its legal or other professional advisers,
- to its employees and subcontractors (at any stage of remoteness from the *Client)* as needed to enable the *Contractor* to Provide the Service,
- where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the *Contractor* consults the *Client* and takes full account of the *Client*'s
- views about whether (and if so to what extent) the information should be disclosed,
- which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- which is in the public domain at the time of disclosure other than due to the fault of the *Contractor* or
- with the consent of the *Client*.

S 302.2 The *Contractor* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Service.

S 303 Security and protection of the Site

S 303.1 Any security requirements and publicity restrictions, and any acceptance procedures, will be defined in the individual Task Orders where relevant.

S 304 Security and identification of people

S 304.1 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 305 Not used

S 306 Not used

S 307 Condition survey

S 307.1 The *Contractor* carries out a risk assessment of the effects the design and construction of the *service* (temporary and permanent) may have on the structural integrity of adjacent roads, railways, buildings, structures. This includes any surveys to inform the design development which has the potential to effect fields and access roads.

S 307.2 As a minimum requirement such roads, railways, buildings, structures and fields require surveys to determine condition before and after the *service* is complete.

S 307.3 The *Contractor* does not enter land or property, or contact the land or property owner, without prior agreement of the *Client*. 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 *Client.*

S 307.4 Unless otherwise agreed with the *Client*, the *Contractor* records, all survey arrangements in writing and submits a copy of this correspondence to the *Client,* no later than 48 hours prior to taking access.

S308 Consideration of others

S 308.1 The *Contractor* complies with the customer service requirements as set out in the customer requirements **Annex 05**.

S 308.2 Any restrictions on work to avoid disturbance to the general public or occupiers of adjacent premises including the property affected by the *service* will be defined in the individual Task Orders where relevant.

S 309 Not used

S 310 Control of works

S 310.1 Any requirements for permits or licenses, for example permit to work will be defined in the individual Task Orders where relevant.

S 311 Deleterious and hazardous materials

S 311.1 Any restrictions on the use of deleterious and hazardous materials will be defined in the individual Task Orders where relevant.

S 312 Waste materials

S 312.1 Any requirements for removal of waste and restrictions on the disposal of waste material, or requirements for recycling, will be defined in the individual Task Orders where relevant.

S 313 Not used

S 314 Not used

S 315 Management procedures

S 315.1 The *Contractor* includes a section on customer service in its monthly report to the *Client*.

S 316 *Contractor's* application for payment

S 316.1 The *Contractor* includes on their invoices the Agreement number and purchase order number (which will be the same as the Task Order number).

S 316.2 The *Contractor* submits with any invoice such records as the *Client* requires, including a monthly statement of accounts in a format agreed by both parties. As a minimum this will consist of a measured Price List, details of subcontractor payments, details of claimed expenses (including receipts), amounts previously paid and outstanding amounts due.

S 316.3 During the contract period, the *Contractor* may be required to interact with and use the *Client's* Asset Management System, (currently Confirm). The purpose being that the parties can interact more seamlessly by sending and receiving Task Orders, submitting quotations, updating asset information and processing payments via one system.

S 316.4 In the event of the use of Confirm being implemented; The *Client* will pay for the costs of any software licences. The *Contractor* will be responsible for paying for the cost of any training, any required upgrades to their IT equipment and any increased labour costs they incur resulting from using Confirm (or any replacement system).

S 316.5 The *Contractor* notifies the *Client* of the name and address of their bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

S 317 Co-ordination

S 317.1 The *Contractor* programmes the *service* in a manner that minimises the impact on the customer.

S 317.2 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 318 Co-operation

S 318.1 The *Contractor* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning, and collaborates with other contractors where necessary, such as Traffic Management providers.

S 319 Not used

S 320 Authorities and utilities providers

S 320.1 Any works to be carried out by authorities and utilities providers will be defined in the individual Task Orders where relevant.

S 321 Health and Safety requirements

S 321.1 The *Contractor* complies with the *Client*'s Health and Safety Requirements outlined in **Annex 15.**

S 321.2 In circumstances where the *Contractor* is asked to provide traffic management, the *Contractor* will be required to undertake the duty holder role of principal contractor as defined in The Construction (Design and Management) Regulations 2015 (CDM2015).

S 321.3 The *Contractor* recognises that when fulfilling the role of principal contractor they are responsible for coordinating the works of others who may be employed by the *Client* to undertake works or other types of surveys at the same location.

S 321.4 In circumstances where Others are appointed as principal contractor, the *Contractor* co-ordinates their works, and complies with the requirements of the principal contractor.

S 321.5 Before commencing the service defined in the Task Order, the *Contractor* confirms to the *Client* that adequate welfare facilities are in place. Where the facilities detailed in Section 5 are not deemed adequate, the *Contractor* provides all necessary facilities to Provide the Works and to comply with the minimum requirements set out in HSE guidance document L153.

S 321.6 The *Contractor* identifies, manages and mitigates risks in accordance with the principles of ISO31000.

S 321.7 The *Contractor* submits a risk register with their tender and updates prior to the starting date of individual Task Orders if necessary.

S 322 Method Statements

S 322.1 Any operations for which the *Contractor* is required to submit method statements and risk assessments to the *Client* for acceptance will be detailed in the individual Task Orders where relevant.

S 323 Not used

S 324 Inspections

S 324.1 The *Client* may inspect the *Contractor's* Health and Safety policy and documentation at any time. The *Contractor* co-operates with the inspection.

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

S 325.1 Pre-Construction Information specific to the survey(s) required will be provided with the individual Task Orders.

S 326 Insurances

S 326.2 The *Contractor* is required to have in place required insurances described in the Insurance Table and as shown in **Annex 03**.

S 326.1 The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.

S 327 Official Secrets Act

S 327.1 The Official Secrets Act applies to the contract from the *starting date* until the end of the *service period*.

S 327.2 The *Contractor notifies* its employees and subcontractor (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link in **Annex 02**.)

S 327.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 328 Disclosure Requests

S 328.1 The *Contractor* acknowledges that the *Client* may receive a Disclosure Request and the *Client* may be obliged (subject to the application of any relevant exemption and where applicable the Public Interest Test to disclose information (including commercial sensitive information) pursuant to a Disclosure Request. Where practicable the *Client*, consults with the *Contractor* before doing so in accordance with the relevant code of practice. The *Contractor* responds to any consultation within any deadlines set by the *Client* and to the satisfaction of the *Client*. The *Contractor* acknowledges that it is for the *Client* to determine whether such information will be disclosed.

S 328.2 When requested to do so by the *Client*, the *Contractor* promptly provides information in its possession relating to the contract and assists and co-operates to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation (see link at **Annex 02**.)

S 328.3 The *Contractor* promptly passes any Disclosure Request receives to the *Client*. The *Contractor* does not respond directly to a Disclosure Request unless instructed by the *Client.*

S 328.4 The *Contractor* acknowledges that the *Client* is obliged to publish information relating to the contract in accordance with Procurement Policy Note 01/17 “Update to Transparency Principles” dated 6 February 2017 except to the extent that any

information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. (See links in **Annex 02**).

S 328.5 In accordance with PPN 01/17 the *Contractor*

- co-operates with and assists the *Client* to enable the *Client* to comply with its obligations to publish information or
- agrees with the *Client* a schedule for the release to the public of information relating to the *Client,*
- provides information to assist the *Client* in responding to queries from the public as required by the *Client* and
- supplies the *Client* with financial data relating to the contract in the form and in the times specified.

S 328.6 The *Contractor* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with the Crown Commercial Service's Guidance Note "Publication of Central Government Tenders and Contracts" dated November 2017, except to the extent in it is exempt from disclosure pursuant to the Freedom of Information Act 2000.The *Client* consultants with the *Contractor* before deciding whether the information is exempt, but the *Contractor* acknowledges that the *Client* has the final decision. The *Contractor* co-operates and with assists the *Client* to publish the contract in accordance with the *Client*'s obligation. (See links in **Annex 02**).

S 329 Conflict of Interest

S 329.1 The *Contractor* does not take an action which would cause a conflict of interest to arise in connection to the contract. The *Contractor* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

S 329.2 The *Contractor* notifies its employees and subcontractors (at any stage of remoteness from the *Client*), and procures any subcontractor (at any stage of remoteness from the *Client)*, who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in relation to the *service.*

S 329.3 The *Contractor* ensures that any employee and procures any subcontractor (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interest form set out in the **Annex 02.**

S 329.4 The *Contractor* procures any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

S 329.5 If the *Contractor* or subcontractor (at any stage of remoteness from the *Client)* notifies the *Client*, of any actual or potential conflict of interest, the *Client* may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved
- require the *Contractor* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

S 329.6 A reason for not accepting the proposal is that it does not resolve the conflict of interest. The *Contractor* amends the proposal in response to any comments and resubmits it for acceptance by the *Client*. The *Contractor* complies with the proposal once it has been accepted.

S 330 *Client*'s Counter Fraud, Bribery and Corruption Policy and Response plan and Fair Payment Charter

S 330.1 The *Contractor* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client*'s "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" (see links in **Annex 02**).

S 330.2 The *Contractor* complies with the "Counter Fraud, Bribery and Corruption Policy and Response Plan" and "Fair Payment Charter" throughout with the Service Period and with:

- paragraphs 3.1 and 4.3 of the *Client*'s Counter Fraud, Bribery and Corruption Policy and
- paragraph 1 of the *Client*'s Fair Payment Charter.

for a period not less than 12 years after the end of the *service period.*

S 330.3 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 331 Discrimination, Bullying and Harassment

S 331.1 The *Contractor* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts.

S 331.2 In Providing the Service, the *Contractor* co-operates with and assist the *Client* to satisfy its duty under the Discrimination Acts to

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

S 331.3 The *Contractor* ensures that it's employees, or subcontractor employees (at any stage or remoteness from the *Client*), where they are required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises comply with

- the requirements of the Discrimination Acts
- the *Client's* employment policies and

- codes of practice relating to discrimination and equal opportunities.

S 331.4 The *Contractor* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Contractor* under the Discrimination Acts in connection with the contract and

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

S 331.5 The *Contractor* complies with all applicable human rights and employment laws in the jurisdictions in which they work and have robust means of ensuring that the subcontractors (at any stage of remoteness from the *Client)* also comply.

S 331.6 The *Contractor* implements due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

S 331.7 The *Contractor* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 which covers all its obligations under all its existing *Client* contracts. The *Contractor* prepares and delivers to the *Client* no later than 1st August each year an annual

- slavery and human trafficking report,
- transparency statement and
- a risk register with mitigating actions

which complies with the Modern Slavery Act 2015 and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

S 331.8 The *Contractor* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.

S 331.9 The *Contractor* uses reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practice.

S 331.10 The *Contractor* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any of employees (at any stage of remoteness from the *Client)* at any location relevant to the performance of the *service* is undesirable or in breach of the *Client's* policies, the *Client* instructs the *Contractor* to implement corrective action.

S 331.11 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client)* relevant to the performance of the *service,* contains provisions to the same effect as this section. The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service,* does not comply with the requirements of this section S 331. The *Contractor* provides a detailed reason for not including some or all of the requirements of this section S 331 in the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Contractor* is relieved from including some or all of the requirements of this section S 331 in the specific contract.

S 331.12 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 332 Energy Efficiency Directive

S 332.1 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 Notes.

When Providing the Service (See links in Annex 02).

S 332.2 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 at **Annex 02**),
- provides evidence to the *Client* to demonstrate how any new products for use partly or wholly in Providing the Service, purchases 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 at **Annex 02**) and ensures any subcontractors (at any stage of remoteness to the *Client*) demonstrates efficiency to the same effect.

Air Quality Strategy

S 332.3 The *Client*'s air quality strategy (see link at **Annex 02)** sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the UK and deliver nitrogen dioxide compliance

at the roadside in the shortest time possible. The *Client* explores 'opportunities to promote the use of low emission vehicles by *supplier*s to reduce harmful pollutants'.

S 332.4 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 at **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 333 Environmental and sustainability requirements

S 333.1 In Providing the Service the *Contractor* supports the improvement of environmental and sustainable outcomes to protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.

S 333.2 The *Contractor* ensures that it complies with

- the *Client's* environmental strategy
- the *Client's* sustainable development strategy,
- GG103 – "Introduction and general requirements for sustainable development and design"

In Providing the Service (see link at **Annex 02**).

S 333.3 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 at **Annex 02**).

S 333.4 In Providing the Service the *Contractor* recognises the importance and value of biodiversity and mitigates the impacts on wildlife and looks for the opportunities provided by management and construction work to provide biodiversity enhancements.

S 333.5 The *Contractor* ensures in Providing the Service it complies with the biodiversity requirements within

- LA 118 "Biodiversity design" for the design and delivery of the *service* and
- the *Client's* biodiversity plan.

See links in **Annex 02.**

S 333.6 The *Contractor* ensures that the *Client's* responsibilities and opportunities within the Government Buying Standards are delivered (see link at **Annex 02**).

S 334 People Strategy

S 334.1 The *Contractor* complies with people strategy requirements, including:

- Equality, Diversity and Inclusion,
- Employment & Skills, and
- Skills & Apprenticeships

In the people strategy **Annex 06.**

S 335 Offshoring of data

S 335.1 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 335.2 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 *Client* has confirmed to the *Contractor* that either

- the *Client* has gained approval for such storage in accordance with the Information Security Data Security Standard or
- such approval is not required.

S 335.3 The *Contractor* ensures that no offshore premises are used in Providing the Service until

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

S 335.4 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 335.2 or
- conduct a Risk Assessment for any premises in accordance with S 335.3.

S 335.5 The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

S 336.6 A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 336 Not used

S 337 Information Systems & Security

S 337.1 The *Contractor* complies with the information systems & security requirements of the Information systems and security **Annex 09.**

S 337.2 The *Contractor* interfaces with the *Client's* digital data exchange mechanisms, or other Information Systems as agreed with the *Client*, for:

- the management of information and records relating to the *services* and

receiving and transmitting communications, information, records and data to and from the *Client*.

S337.3 The *Contractor* complies with the user manuals and guidance, as referenced in **Annex 02**, when interfacing with the *Client's* digital data exchange mechanisms and Information Systems.

S 338 Quality Management

Quality management system

S 338.1 The *Contractor* complies with and operates management systems as follows

- a health and safety management system complying with the requirements in Annex 15 of the Scope,
- a quality management system complying with ISO 9001 and
- an environmental management system complying with ISO 14001.

S 338.2 The C*ontractor* implements a risk management system and processes that follow the guidelines contained in ISO 31000 in relation to risk management.

S 338.3 The *Contractor* obtains certification from a body accredited by UKAS (or another equivalent body accepted by the *Client*) of the quality management system to the standards set out above within 4 weeks of the Contract Date and submits to the *Client* a copy of all certificates within one week after it is obtained. If the *Contractor* already holds such certification at the Contract Date, the *Contractor* submits to the *Client* a copy of all certificates within one week after the Contract Date.

S 338.4 The *Contractor* obtains certification of its health and safety management system in accordance with the requirements in Annex 15 of the Scope.

S 338.5 The *Contractor's* quality management system will include 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, and
- continually providing maximum customer satisfaction.

S 338.6 The *Contractor* maintains up to date all accredited certifications required at the start of the contract, throughout the full duration of the contract, undergoes any required recertification audits and forwards the *Client* copies of the audit reports from the certification accredited bodies and the *Contractor's* updated certificates.

S 338.7 The following requirements shall be incorporated into the *Contractor's* Quality Management System*:*

- **Process / Procedure:** Provide Asset Data
- **Purpose:** To provide asset data that is collected through the work undertaken as part of this contract to the Client.
- **Input:** Asset Data Collected. Reference documents (ADMM).
- **Output:** Asset Information provided

Quality Plan

S 338.7 The *Contractor* prepares the Quality Plan within 4 weeks of the Contract Date.

S 338.8 The Quality Plan incorporates the Quality Submission and is sufficiently detailed to demonstrate how the *Contractor* achieves each of the commitments in the Tender Commitments Register and meets the *Client's* objectives for the contract.

S 338.9 The *Client* 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 *Client* setting out its proposed changes. If the *Client* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Client* informs the *Contractor* of the aspects of the Quality Plan that are not acceptable, and the *Contractor* updates the Quality Plan for acceptance within one week.

S 338.10 The *Contractor* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Client* and their representatives.

Audit and nonconformities (including "defects")

S 338.11 The *Contractor* carries out a programme of internal audits in accordance with the requirements of ISO 9001.

S 338.12 The *Client* may carry out audits of the *Contractor's* quality management system from time to time.

S 338.13 The *Contractor* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Contractor)*, carries out any work that relates to the contract for the *Client* 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 338.14 The *Contractor* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.

S 338.15 Following notification of a Defect, the Contractor submits to the Client for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The Contractor does not take action to deal with the nonconformity until the Client has accepted his proposals.

S 338.16 Within one week of the Contractor submitting the proposed corrective and preventative action to him for acceptance, the Client either accepts the proposal or notifies the Contractor of his reason for not accepting it. A reason for not accepting the proposed action is that

- it does not take action required to ensure that nonconformities do not recur or
- it does not comply with the Scope.

S 338.17 If the Client does not accept the proposed action, the Contractor submits a revised proposal to the Client for acceptance within one week.

S 338.18 The Contractor corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse affect 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 338.19 The Contractor notifies the Client when the proposed actions have been taken and provides with his notification verification that the defective part of the services has been corrected.

S 339 Deed of Novation

S 339.1 Should a deed of 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 13 and 14.**

S 340 Reporting of Small and Medium Enterprises

S 340.1 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 340.2 The *Contractor* acknowledges that the *Client* may

- publish the information supplied under this section, along with the *Contractor*'s name and the name of the contract and
- pass the information supplied under this section S340 to any Government Department who may then publish it along with the names of the SMEs, the *Contractor'*s name or the contract.

S 340.3 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 340.4 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 341 Performance measurement

S 341.1 The *Client* uses the current version of the 'Collaborative Performance Framework' (CPF) (see link an **Annex 02**) in order to actively measure the *Contractor*'s performance and follows the processes set out in the 'Guidance' sheet within the CPF in relation to the use of performance scores to drive improved performance.

S 341.2 The *Contractor* 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 341.3 The scores recorded by the *Contractor* against each CPF indicator are submitted to the *Client* and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission are set out in the CPF instructions on the Supply Chain Portal (see link in **Annex 02**).

The first CPF covers months 1-3 from the Contract Date, and are thereafter submitted quarterly.

Performance Review

S 341.4 The *Contractor* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Client,* in accordance with the CPF.

S 341.5 The Performance Level is 6 and is measured in accordance with the CPF.

S 341.6 Where the *Contractor*'s performance is below the Performance Level, this is treated as a substantial failure by the *Contractor* to comply with its obligations.

S 341.7 The *Client* leads additional annual reviews to assess all aspects of *Contractor* performance and trends in performance indicators. The *Contractor* assists any additional reviews as requested by the *Client.*

S 342 Format of Records

S 342.1 The *Contractor* undertakes translation of existing records into an accepted format when instructed by the *Client*.

S 342.2 The *Contractor* may from time to time agree alternative acceptable formats in which to maintain records with the *Client*. These may take into account advances and other developments in Information Systems.

S 343 Records and audit access

S 343.1 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 343.2 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 343.3 The *Contractor* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary.

S 343.4 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 343.5 The *Client* provides the *Contractor* with access to available records to deliver the *services*.

S 344 Subcontracting

Restrictions of requirements for subcontracting

S 344.1 Except where a competitively awarded pre-existing contract for such works, supplies or services exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Contractor* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for works/services with a subcontract value in excess of £10,000.

S 344.2 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 and subcontractors (at any stage of remoteness from the *Client*) do the same.

S 344.3 The *Contractor* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers.

S 344.4 The *Contractor* may propose to the *Client* 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 344.5 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 344.6 The *Contractor* may propose to the *Client* 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 *Client* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's*

proposal is that it is practicable for the subcontract to be an NEC form.

S 344.7 The *Contractor* submits the proposed Contract Data for each subcontract of a subcontractor (at any stage of remoteness from the *Client*) to the *Client* for acceptance. A reason for not accepting the Contract Data is

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

S 344.8 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 344.9 The *Contractor* may propose to the *Client* 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 *Client* has accepted the *Contractor's* proposal. A reason for not accepting the *Contractor's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.

S 344.10 When requested by the *Client*, the *Contractor* executes or procures that the relevant subcontractors (at any stage of remoteness from the *Client*) executes, an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

S 345 Contracts Finder

S 345.1 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 S345.4, S345.5 and S345.6, 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 *Client* in the format and frequency as reasonably specified by the *Client* and
- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

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 contract value, averaged over the life of the contract.

S 345.2 Each advert referred to in paragraph S345.2 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 345.3 The obligation at paragraph S345.2 only applies in respect of subcontract opportunities arising after the Contract Date.

S 345.4 The *Contractor*, may propose to the *Client* for acceptance, that a specific subcontract is not advertised on Contracts Finder. The *Contractor* provides a detailed reason for not advertising the specific contract. The *Contractor* provides further detail when requested by the *Client* to assist his consideration. If accepted by the *Client*, the *Contractor* is relieved from advertising that subcontract opportunity on Contracts Finder.

S 346 Fair Payment

S 346.1 The *Contractor* includes in the contract 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 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 and
- 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 346.2 The *Contractor* notifies non-compliance with the timescales for payment

- to the *Client* and
- through the Cabinet Office Supplier Feedback Service.

The *Contractor* includes this provision in each subcontract and requires its subcontractors (at any stage of remoteness from the *Client*) to cascade the provision

into subcontracts for subcontractors (at any stage of remoteness from the *Client*) in such a way that all subcontracts include the same provision.

S 347 Advertising subcontracts in accordance with the Public Contract Regulations 2015

S 347.1 The *Contractor* ensures that any subcontracts for the elements of the *service* advised by the *Client* in accordance with paragraph S344.2 are

- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the "Public Contract Regulations"), and
- are capable of being novated to the *Client* or an Other.

S 347.2 When requested by the *Client*, the *Contractor* procures that 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 347.3 The *Contractor* may use the *Client*'s e-tendering system to procure any subcontract required by this section. The *Client* arranges for advice and support on the use of the *Client*'s e-tendering system.

S 347.4 The *Contractor* provides to the *Client* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Client* not accepting the draft procurement documents is that they

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

S 347.5 The *Contractor* does not publish any procurement documents until the *Client* has accepted them.

S 348 Parent Company Guarantee

S 348.1 If the *Contractor* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex 16.**

S 349 Legal Opinion

S 349.1 If the entity that is to provide the Parent Company Guarantee is a non-UK registered company required by this contract, the *Contractor* provides a legal opinion in support of a Parent Company Guarantee.

S 349.2 Any legal opinion provided by the *Contractor* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- Is addressed to the *Client* on a full reliance basis,
- The liability of the lawyers giving the opinion must not be subject to any exclusion or limitation of liability,
- confirmation that
    - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
    - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
    - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
    - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
    - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
        - the constitutional documents of the Controller,
        - any provision of the laws of the jurisdiction in which it is incorporated,
        - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
        - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
    - (assuming it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
- confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on

grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

S 350 Project Bank Account

S 350.1 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 350.2 The *Contractor* ensures that

- there is one original copy of a deed for each party to the deed,
- it issues the original copy of a deed to the *Client* 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 351 Not used

S 352 Project Bank Account Tracker

S 352.1 The *Contractor* completes and submits to the *Client* 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 should be redacted from your main account statement before submission) in .pdf format.

S 352.2 The *Contractor* explains all variances from the previous month and submits further information to the *Client* in response to any queries raised.

S 352.3 The *Client* 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 352.4 If any data/evidence is missing or still required (if not covered in the tracker), spot checks are undertaken directly by the *Client* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid in a timely manner.

S 352.5 The *Client* may carry out audits on subcontractors (at any stage of remoteness from the *Client)* to assess the full extent of how supply chain payments are made.

S 352.6 Where the *Contractor* transfers monies from other accounts into the PBA this is stated on the bank statement.

S 353 *Contractor's* rights over material prepared for the design of the *service*

S 353.1 The *Contractor* acquires no rights over material prepared for the design of the *service.*

S 354 Other rights to be obtained by the *Contractor*

S 354.1 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 354.2 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 354.3 The *Client* does not acquire any ownership right, title or interest in or to the Contractor Background IPR.

S 355 Not used

S 400 Requirements for the *Contractor's* plan

S 401 Plan

S 401.1 Following the issue of a Task Order by the *Client*, the *Contractor* submits their plan to the *Client*. The plan shall consist of a revised copy of the Task Order containing the *Contractor*'s price built up from the tendered rates, details of who will Provide the Works (including subcontractors) and a programme, if one is requested at the time of issue.

S 401.2 If traffic management is to be provided by the *Client*, the *Contractor*'s plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.

S 401.3 If the *Contractor* is required to provide traffic management, the *Contractor*'s plan shall also include details of their method of working and any specific matters that may affect the provision of traffic management.

S 401.4 The *Contractor*'s plan shall be submitted to the *Client* within two weeks of the Task Order being issued and submit revised plans as required by the *Client*.

S 402 Information to be shown on the plan

S 402.1 The *Contractor* Provides the Work, taking in to account the following programme constraints:

- the starting date and completion date and any post site works, reporting and review period
- Weather and other factors that may affect the quality and efficiency of the survey
- the services and other things provided by *Client*

any constraints detailed in the individual Task Order.

S 402.2 The programme is to be in the form of an activity and time related bar chart produced as a result of a critical path analysis.

S 402.3 The programme is to be provided in a PDF or MS Project or MS Excel format and cover the whole period of the individual Task Order including post site activities. All activities should be clearly defined, named and the following shown on the programme

- the starting date, completion date & *Contractor*'s planned completion,
- for each activity, the proposed resources (plant & labour) expected to deliver each activity,
- review periods for any reporting requirements,
- key dates for the *Client* to provide 'services and other things' and
- key dates for co-ordination with Others.

S 402.4 The *Contractor* updates their programme every week and submits an updated programme to the *Client* upon request.

S 403 Submitting the plan

S 403.1 The plan is to be submitted by the *Contractor* within two weeks of receiving the Task Order from the *Client*.

S 403.2 The *Client* reviews the plan and sends back the Task Order with their confirmation of acceptance or reasons for refusal.

S 403.3 The *Contractor* makes any required amendments to the plan and resubmits for review within one week.

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

S 501 Things to be provided by the *Client*

S 501.1 If, at the *starting date,* the *Client* makes available Plant and Materials for use by the *Contractor* in Providing the Service, the *Contractor* supplies the same quantity and quality of Plant and Materials to the *Client* at the end of the *service period* unless the *Client* agrees otherwise.

S 501.2 When stated in the Task Order, the *Client* will provide temporary traffic management. Otherwise the *Contractor* is expected to provide it.

S 501.3 The details of the *Contractor* employed to provide the temporary traffic management and the associated layout and proposals will be provided to the *Contractor* prior to the *starting date* of individual Task Orders.

S 501.4 When traffic management is deployed, the *Contractor* ensures they clear the site in a timely manner to allow adequate time for the removal of traffic management prior to the reopening of the road to traffic.

S 501.5 When the *Contractor* provides temporary traffic management, he complies with the *Client*'s network occupancy requirements and provides it in accordance with the requirements detailed in Appendix 1.

S 501.6 Welfare facilities are provided by the principal contractor.

S 502 Provision of traffic management by the *Contractor*

S 502.1 All traffic safety and management operations shall be undertaken by a supplier registered to National Highway Sector Scheme 12 with a scope of registration that includes reference to one or more of National Highways Sector Schemes 12A/B, 12C or 12D as appropriate to the works.

S 502.2 When the *Contractor* provides temporary traffic management, they comply with the *Client*'s network occupancy requirements and provide it in accordance with Clause 117 of Volume 1 of the MCHW and Chapter 8 of the Traffic Signs Manual & Notes for Guidance on 'Safety at Road works'.

S 502.3 The *Contractor* is responsible for the design and implementation of the traffic management and must submit the proposed layout within the timescale indicated on the Task Order.

S 502.4 Restrictions on the phasing and timing of works shall be stated in the Task Order, including embargo periods and details of events resulting in additional restrictions.

S 502.5 The *Contractor*'s proposals shall be prepared after consultation with any statutory body or other authority concerned or affected by the *Contractor*'s proposals. The installation of the traffic management system shall then proceed only in accordance with the approved sequence.

The *Contractor's* Proposals shall include:

- Position of traffic signals, traffic signs and road markings
- Width of lanes
- Working areas
- Safety Zones
- Temporary works details
- Site access and egress layouts (standards shall be appropriate for traffic flows and speeds)
- De-restriction/speed limit signs at the end of the works as appropriate

S 600 Property affected by the *service*

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

S 601.1 The property that the *Contractor* may be instructed to Provide the Service on includes the Strategic Road Network within the *region,* and supporting amenities such as

- boundary fences and walls,
- buildings including basements,
- roads and footpaths,
- electricity substations, and
- other structures including bridges.

S 601.2 Details about the location, extent and condition of property affected by the work of the *Contractor* will be provided with the individual Task Orders. Typically, this may include reference to schedules, drawings and other documents.

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

S 602.1 Details of property not owned by the *Client* that is affected by the service will be provided with the individual Task Orders where relevant.

S 603 Not Used

S 604 Not used

S 605 Contact information

S 605.1 Contact information will be provided with the individual Task Orders where relevant.

S 606 Procedures for access

S 606.1 Any specific procedures related to accessing the property affected by the *service* will be defined in the individual Task Orders where relevant.

Highways England Company Limited

Scope

Defined Terms

Annex 01

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Nov 2020

Ref.	Defined Term	Definition	Comments
1	Collaborative Planning	Collaborative Planning is a technique that involves all Parties working together to improve productivity, and reduce time and cost.	
2	Commitments Register	Commitments Register is the statement of that name set out in Annex A to the Form of Agreement detailing the commitments made by the *Contractor* as part of its tender in respect of how it is to Provide the Service.	Refer to section S338.8
3	Conflict of Interest	A Conflict of Interest may arise when your professional or personal interests or loyalties to a person or organisation outside Highways England affect or appear to affect the impartiality, judgement or effectiveness expected from you in interactions with Highways England.	
4	Construction Compliance Certificate	As per the meaning in BD2/12 Technical Approval of Highways Structure (Volume 1, Section 1 of the Design Manual for Roads and Bridges).	
5	Contractor Background IPR	IPR owned by the *Contractor* or a third party before the Contract Date or created by the *Contractor* or a third party independently of the contract, which in each case is or will be used to • before the end of the *service period* to Provide the Service and • for the maintenance, operation and modification of the *service*.	
6	Contracts Finder	Contracts Finder is the government website for information about contracts worth over £25,000 with the government and its agencies.	
7	Disclosure Request	A Disclosure Request is a request for information relating to the contract a	

		received by the Client pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise.	
8	Discrimination Acts	The Discrimination Acts are the Equality Act 2010 and any predecessor statutes.	
9	EEA	Is the European Economic Area.	
10	Employment and Skills Plan	The Employment and Skills Plan is the document described in Section S334 and Annex 06 of the Scope.	
11	Environmental Management Plan	A document (or set of documents) that sets out the mitigation needed to manage environmental effects associated with a development during the construction and operational phases	
12	Health and Safety File	As per the meaning given to it in the Construction (Design and Management) Regulations 2015.	
13	Inclusion Action Plan	The Inclusion Action Plan is the document described in Annex 06 of the Scope.	
14	Information Systems	Can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation.	
15	Intellectual Property Rights or IPRs	are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world.	

16	Kano Analysis	Kano is approach to priortising features on a product road map based on degree which they are likely to satisfy customers.	
17	List X (Annex 04)	List X contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site. Classified information levels can be reviewed in the Gov website here (https://www.gov.uk/government/publications/security-requirements-for-list-x-contractors).	
18	Nonconformity	Nonconformity has the meaning give in BS EN ISO 9000:2015.	
19	Performance Level	Performance Level is the performance level of the Collaborative Performance Framework stated in the Scope.	
20	Quality Plan	Has the meaning given in ISO 9001:2015.	
21	Quality Submission	Is the document submitted by the *Contractor* at time of tender.	
22	Service Provider System	Are the *Contractor's* (service provider) IT systems/applications which they use to provide services to Highways England.	
23	SME	SME means an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. A SME is a Subcontractor or a subcontractor to a Subcontractor and is autonomous and is a European Union enterprise not owned	

		or controlled by a non-European Union parent company.	
24	Specification	Has the meaning given to it as per section S 200 of the Scope.	
25	Staff	Staff are employees employed by the *Contractor* or an Associated Company or any Subcontractor to Provide the Service at any time.	
26	The Official Secrets Act 1989	The Official Secrets Act is the Official Secrets Act 1989 and any predecessor statutes.	
27	The Public Interest Test	The Public Interest Test requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information.	

Highways England Company Limited

Scope

Reference Documents

Annex 02

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	ET	Dec 2020

Ref.	Document Name	Published by / Available from
1	"2012/27/EU" directive	http://www.legislation.gov.uk/eudr/2012/27/article/6
2	Apprenticeship data collection form (Annex 06)	Within folder titled 'Annex 02 Reference Documents'
3	Asset Data Management Manual	https://www.standardsforhighways.co.uk/ha/standards/admm/index.htm
4	Business continuity plan template	Within folder titled 'Annex 02 Reference Documents'
5	Cabinet Office Website (Annex 04)	Cabinet Office Website
6	Chief Highway Engineer Memo 415/18 Incident Reporting Standard ("CHE 415")	Within folder titled 'Annex 02 Reference Documents'
7	Chief Information Officer Memos (Annex 09)	Within folder titled 'Annex 02 Reference Documents'
8	*Client*'s air quality strategy	Air Quality Strategy
9	*Client*'s biodiversity plan	Biodiversity plan and annual reports
10	*Client*'s Corporate Complaints Process	Within folder titled 'Annex 02 Reference Documents'
11	*Client*'s environmental strategy	Highways England Environment Strategy
12	*Client*'s The road to good design	The road to good design: Highways England's design vision and principles
13	*Clients* Customer Service Strategic Plan	Within folder titled 'Annex 02 Reference Documents'

14	*Clients* Road to Good Design	Within folder titled 'Annex 02 Reference Documents'
15	*Client's* PBA tracker system	For registration and guidance contact CommercialCostIntelligenceInbox@highwaysengland.co.uk
16	Code of Practice: Lighting and marking for Special Order, VR1, STGO and C&U loads (2012) and Code of Practice: Lighting and marking for abnormal load self-escorting vehicles incorporating operating guidance (2012)	Code of Practice: Lighting and Marking for Abnormal Loads, Vehicle Code of Practise
17	Collaborative Performance Framework (CPF)	Within folder titled 'Annex 02 Reference Documents'
18	Considerate Customer Codes of Practice (Annex 05)	Considerate Customer Codes of Practice
19	Construction Design and Management (CDM) Regulations 2015	http://www.legislation.gov.uk/uksi/2015/51/contents/made
20	Construction Industry Training Board (CITB) guidance	https://www.citb.co.uk/about-citb/partnerships-and-initiatives/construction-design-and-management-cdm-regulations/cdm-regulations/
21	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017 or later revision or replacement.	Crown Commercial Services Guidance Note Publication of Government Tenders & Contracts November 2017
22	Customer Survey Strategy – Better Journeys and Better Conversations	Customer Survey Strategy – Better Journeys and Better Conversations
23	Data Protection Act 2018	Data Protection Bill: General Processing
24	Declaration of Interest Form	Within folder titled 'Annex 02 Reference Documents'