



**Highways England Company Limited**

# **Concrete Roads Framework - Design**

## **SCOPE**

## CONTENTS AMENDMENT SHEET

Amend No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	19/06/20

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## CLIENT'S SCOPE

### S100 Purpose of the *service*

#### S101 Identified and Defined Terms

- S101.1 In this Scope terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the *conditions of contract* or have the meaning given to them in **Annex 01**.

#### S105 *Client's* objectives

- S105.1 Inherited from Section 1.1 of the Framework Information of the Framework Contract

##### About us

- S105.2 Inherited from Section 1.2 of the Framework Information of the Framework Contract

##### The *Client's* Vision

- S105.5 Inherited from Annex B of the Framework Information of the Framework Contract

##### The *Client's* Imperatives

- S105.6 Inherited from Annex B of the Framework Information of the Framework Contract

##### The *Client's* Values and Expectations

- S105.8 Inherited from Annex B of the Framework Information of the Framework Contract.

##### The *Client's* Outcomes

- S105.11 Inherited from Annex B of the Framework Information of the Framework Contract.

##### Contract Core Principles & Key Objectives

- S105.14 Inherited from Section 1.4 of the Framework Information of the Framework Contract.

## S 106 Reference documents

S106.1 References to documents within this Scope can be found in **Annex 02** .

## S110 Background

S110.1 Inherited from Section 1.3 of the Framework Information of the Framework Contract

## S200 Description of the service

### S205 Description of the service

S205.1 The deliverables to be provided to the *Client* include delivery of the requirements of the *Client's* project delivery methodology (currently the 3D (Develop, Design, Deliver) Scheme Delivery Process) for all stages as defined in 3D User Guide for Scheme Management (see link at **Annex 02**) as allocated to the *Consultant*

S205.2 Refer to the Additional Work Order Information

### S209 Environmental Management Plan (EMP)

S 209.1 The *Consultant* compiles with the Environmental Management Plan (EMP) first iteration requirements of LA 120 Environmental management plans of the Design Manual for Roads and Bridges (see link in **Annex 02**).

S 209.2 In this section references to EMP are to mean EMP first iteration.

S 209.3 The *Consultant* prepares an EMP in accordance with the 3D Process. If directed by the *Service Manager* to do so, the *Consultant* prepares the EMP at an earlier time. The outline EMP content and structure is available in the appendices to LA 120.

S 209.4 The *Consultant* liaises with, and incorporates the requirements of the appropriate statutory consultees, local authorities, and the *Client*.

S 209.5 The *Consultant* submits the EMP to the *Service Manager* for acceptance prior to implementation. A reason for not accepting a EMP is that

- it does not realistically reflect timing requirements e.g. sufficient time for archaeological, European Protected Licence or Historic England requirements,
- it does not allow the *Consultant* to Provide the Service or

it does not comply with or meet the requirements of the contract.

S 209.6 The *Consultant* reviews and updates the EMP as necessary to ensure that it continues to deliver satisfactory progress of the contract with respect to environmental management and mitigation. The EMP is made available to the *Service Manager*.



## **S300 Existing information**

### **S305 Existing Information**

S305.1 Refer to the Additional Work Order Information.

## **S400 Specifications and standards**

### **S405 Specifications and standards**

S405.1 Except where otherwise directed, all materials, workmanship, designs and assessments are to comply with the *Client's* standards and procedures current at the Contract Date or, for *Consultant* designed elements, the time the relevant design certificate is signed. The current standards and procedures are identified in section S405.3.

S405.2 If a standard or procedure subsequently changes, the *Consultant* complies with the revised standard or procedure if instructed by the *Service Manager*.

S405.3 The specifications and standards which apply are:

- Design Manual for Roads and Bridges (see link in Annex 02),
- Manual of Contract Documents for Highway Works (see link in Annex 02)
- Specification for Highways Work (see link in Annex 02),
- Interim Advice Notes (see link in Annex 02),
- Chief Highway Engineers' Memoranda (see link in Annex 02)
- Traffic Signs Manuals (see link in Annex 02) and
- Traffic Systems and Signing Plans Registry (see link in Annex 02)
- Highways England Concrete Pavement Maintenance Manual (available from early 2021)
- American Society for Testing and Materials in situations where there is no applicable BS EN standard and subject to an approved departure as required by the Design Manual for Roads and Bridges (see link in Annex 02)
- Refer to the Additional Work Order Information

S405.4 As required by CD226 Design for new pavement construction, the *Consultant's* pavement design engineer authorising the pavement design certificate is a certified pavement engineer. The requirements for a certified pavement engineer are published on the Institute of Asphalt Technology website (see link at Annex 02)

## **S500 Constraints on how the *Consultant* is to Provide the Service**

### **S501 Risk Management**

S501.1 The *Consultant* operates a risk management system which will comply with the principles, framework and processes in ISO 31000 with 4 weeks of the Contract Date.

- S501.2 The *Consultant* identifies, manages and mitigates risks to comply with ISO 31000 and reports this to the *Service Manager* in a format agreed with the *Service Manager*.
- S501.3 The *Client's* risk policy and strategy for the management of risk (See link in **Annex 02**) recognises that this is crucial to the successful delivery of its objectives. A risk management framework has been implemented to enable the effective and efficient management of risk.
- S501.4 Within the risk management framework, the *Client's* risk and issue management principles document (See link in **Annex 02**) outlines the approach for the management of risks and issues including system process and supply chain principles.
- S501.5 The *Client's* risk and issues management manual provides an overview of the *Client's* approach to risk and issue management, including the definition of risk, risk governance, roles and responsibilities and the high-level risk process (See link in **Annex 02**).
- S501.6 The *Client's* risk management process is separate to the contractual early warning process, although matters identified through that process may be entered into the risk management process as risks and cross-referenced to track and inform mitigation and management of the risk.
- S501.7 The *Client's* has adopted the definition for Risk as defined in Annex 01.
- S501.8 For the *Client* risk management is a continuous process of identifying, assessing and treating risks in order to reduce threats, maximise opportunities and increase the likelihood of delivering strategic, operational, directorate, programme and project objectives.
- S501.9 The *Client's* risk management approach aims to ensure that:
- risks are systematically identified, understood, prioritised and managed by the correct parties and individuals in a consistent and efficient manner,
  - assurance is provided to the *Contractor* and other stakeholders that risks are understood and managed and
  - all parties are fully aligned with and demonstrably meet the requirements of the *Client's* risk management framework. The *Client's* risk management system will be used to record and update all risk data within the *Client's* organisation.
- S501.10 The *Consultant* complies with the risk management requirements described in this section and as contained in the
- risk policy and strategy for the management of risk (See link at **Annex 02**),
  - risk and issue management principles document (See link at **Annex 02**),

- risk and issues management manual (See link at **Annex 02**) and
- Clients risk management system user guide (See link at **Annex 02**).

Note: references to MPD in the documents above should be deemed to be the Client.

- S501.11 The *Consultant* uses the *Client's* risk management system. Outputs developed through this process may be used in other risk assessments.
- S501.12 Not used
- S501.13 The *Consultant* ensures that risks that could impact on the project objectives are systematically identified, understood, prioritised and managed whilst being continually reviewed and communicated in a collaborative manner with the Service Manager.
- S501.14 The *Consultant* supports the Service Manager in the operation of the Client's risk management system in relation to project risks.

## **S502 Business Continuity**

- S502.1 The *Consultant* prepares a business continuity plan that complies with ISO 22301:2014 (see link in **Annex 02**) and best industry practice and submits the draft plan to the *Service Manager* no later than four weeks after the *starting date* for acceptance. A reason for not accepting the business continuity plan is that it does not comply with ISO 22301 and/or best industry practice. The *Consultant* amends the plan to address the *Service Manager* comments and resubmits for acceptance within one week. A template is provided (see link in **Annex 02**).
- S502.2 The *Consultant* undertakes a business continuity plan test event to test the plan every year. The *Consultant* agrees with the *Service Manager* the test scenario prior to the business continuity plan test. Following the business continuity plan test, the *Consultant* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Service Manager* within fourteen days of the test for acceptance. A reason for not accepting the proposed amendments is that the *Service Manager* considers that the proposed amendments do not resolve the issues raised by the business continuity plan test.
- S502.3 The *Consultant* implements any proposed amendments in the accepted feedback report instructed by the *Service Manager*.
- S502.4 The *Consultant* undertakes the completion of a Highways England business continuity self-assessment assurance document and provides supporting evidence as to the business continuity processes/procedures in place based on the self-assessment. The *Client* may undertake an audit of compliance with these requirements.

## **S503 Insurance requirements**

- S503.1 The *Consultant* is required to have in place required insurances described in the Insurance Table and as shown in Annex 03.

- S503.2 The *Consultant* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract.

#### **S504 Security & identification of people**

- S504.1 The *Consultant* 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* procedures in **Annex 04** of the Scope.

#### **S505 Project team - Others**

- S505.1 Others in the project team and their roles are defined in the Schedule of Partners. Communication, roles and responsibilities and interfaces between organisations are set out in the Partnering Information.

#### **S506 People Strategy**

- S506.1 The *Consultant* complies with the *Client's* People Strategy outlined in **Annex 06**.

#### Equality, Diversity & Inclusion

- S506.2 The *Consultant* complies with the *Client's* People Strategy outlined in **Annex 06**.

#### Employment & Skills

- S506.3 The *Consultant* complies with the *Client's* People Strategy outlined in **Annex 06**.

#### Skills and Apprenticeship

- S506.4 The *Consultant* complies with the *Client's* People Strategy outlined in **Annex 06**.

#### **S507 Discrimination, Bullying & Harassment**

- S507.1 The *Consultant* does not discriminate directly or indirectly or by any way of victimisation or harassment against any person contrary to the Discrimination Acts.
- S507.2 In Providing the Service, the *Consultant* co-operates with and assists 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 different groups.

- S507.3      Where any *Consultant's* employee or subcontractor and its employees (at any stage of remoteness from the *Client*), is required to carry out any activity on the *Client's* premises or alongside the *Client's* employees on any other premises, the *Consultant* ensures that each such employee or subcontractor and its employees (at any stage of remoteness from the *Client*), complies with the requirements of the Discrimination Acts and with the *Client's* employment policies and codes of practice - Dignity at Work Guidance and Equal Opportunities Policy (see link in **Annex 02**).
- S507.4      The *Consultant* notifies the *Service Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Consultant* 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.
- S507.5      The *Consultant* 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.
- S507.6      The *Consultant* 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.
- S507.7      The *Consultant* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link in **Annex 02**) which covers all its obligations under all its existing *Client* contracts. The *Consultant* prepares and delivers to the *Service Manager* no later than 1<sup>st</sup> 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.
- S507.8      The *Consultant* 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.

- S507.9 The *Consultant* 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.
- S507.10 The *Consultant* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. If the *Service Manager* 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 *Service Manager* instructs the *Consultant* to implement corrective action.
- S507.11 The *Consultant* 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 *Consultant* may propose to the *Service Manager* 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 S507. The *Consultant* provides a detailed reason for not including some or all of the requirements of this section S507 in the specific contract. The *Consultant* provides further detail when requested by the *Service Manager* to assist their consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from including some or all of the requirements of this section S507 in the specific contract.
- S507.12 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### **S508 Conflict of Interest**

- S508.1 Inherited from Section 7.3 of the Framework Information of the Framework Contract.

#### **S509 Client's Counter Fraud, Bribery & Corruption Policy & Response Plan**

- S509.1 Inherited from Section 7.5 of the Framework Information of the Framework Contract.

#### **S510 Communication system**

- S510.1 The *Consultant* uses the relevant systems as listed in **Annex 09** or any other system identified by the *Client*. The *Consultant* ensures that all contract communications required by the contract is issued using that system.
- S510.2 Not Used

#### **S511 Communication**

- S511.1 The *Consultant* complies with the requirements in **Annex 12**.
- S511.2 Not Used

## S512 Data Protection

S512.1 The *Consultant* complies with the requirements in **Annex 08**.

## S513 Offshoring of data

S513.1 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 link in **Annex 02**) and the *Client's* Information Security Data Security Standard (see link in **Annex 02**).

S513.2 The *Consultant* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the HMG Government Security Classifications (see **Annex 02**)

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

until the *Service Manager* has confirmed to the *Consultant* that either

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

S513.3 The *Consultant* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment, or
- the *Service Manager* confirms to the *Consultant* that no Risk Assessment is required.

S513.4 The *Consultant* 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 S513.2, or
- conduct a Risk Assessment for any premises in accordance with S513.3.

S513.5 The *Consultant* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

S513.6 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

## S514 Information Systems and Security

S514.1 The *Consultant* meets the requirements of **Annex 09** in relation to Information Systems and Security duties.

## S515 Management procedures

S515.1 The *Consultant* attends monthly package progress meetings and monthly scheme progress meetings. The monthly package progress meetings are with the *Service Manager* and the monthly scheme progress meetings are with the *Service Manager* and the *Partners*

S515.2 The *Consultant* produces minutes as a record of each meeting. The content of minutes is agreed with the *Client* prior to issue. The *Consultant* will agree the meeting agenda and list of attendees with the *Client* prior to each meeting.

All minutes and progress reports will be provided to the Client in electronic format, in either MSWord (.docx) or Adobe (.pdf).

S515.3 The *Consultant* submits a monthly Package progress report in advance of the monthly package progress meeting, in a dashboard format. The dashboard is expected to include the following items in a format agreed by the *Service Manager*

- Health & safety and environment – figures including inspections, accident details, injury type, near misses,
- Customer – provision of corporate information and stakeholder and customer messaging,
- Package progress summary – including risks to achieving the programme milestones and opportunities to accelerate delivery,
- Quality management – Nonconformities, corrective action reports, Quality Management Points and results from any audits undertaken,
- Financial monitoring – comparison of actual and forecast expenditure against budget for all works carried out in the package, together with analysis and reason for variances,
- Commercial issues – summary of Early Warnings, Risks, Compensation Events, final accounting and any other commercial issues deemed necessary,
- Performance management – scores as per the Collaborative Performance Framework (CPF) (see link in **Annex 02**),
- Performance against the metrics used to amend the default allocation as described in the Section 4 of the Framework Information,
- Performance the Key Performance Indicators included in the Schedule of Partners,
- Training – report on training planned and completed, including performance against annual proposal for apprentice recruitment under this contract, and
- Any other issues.

S515.4 The *Consultant* submits a monthly Scheme progress report in advance of the monthly Package progress meeting, in a dashboard format. The dashboard is expected to include the following items in a format agreed by the *Service Manager*:

- Health & safety – figures including inspections, accident details, injury type, near misses,
- Customer – summary of customer activity completed in the month and details of planned activity for the next month,



- Environment – figures including progress against recycling targets,
- Project schedule and progress summary, including risks to achieving the programme and opportunities to accelerate it,
- Efficiencies – savings identified and realised including assessment of application across the wider concrete roads programme and
- Financial summary – comparison of actual and forecast expenditure against budget together with variances.

## S516 Energy Efficiency Directive

- S516.1 The *Client's* ambition in developing and implementing affordable solutions is to ensure the safe and efficient operation and maintenance of the strategic road network.
- S516.2 The *Consultant* designs and delivers the *service* to support society and the wider national interest, supporting the *Client* to reduce energy consumption to achieve improved efficiency and sustainability.
- S516.3 The *Consultant* designs and delivers the *service* to support achievement of the *Client's* sustainable development strategy's carbon management ambition and where relevant comply 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 (see link in **Annex 02**).
- S516.4 In complying with the requirements of Procurement Policy Note 7/14, the *Consultant*
- ensures that any new products purchased by it for use partly or wholly in Providing the Service comply with the standard for products in the directive,
  - provides evidence to the *Service Manager* to demonstrate how any new products purchased by it for use partly or wholly in Providing the Service comply with the requirements of PPN 7/14,
  - demonstrates efficiency in resource use and maximisation of re-use and recycling of materials to support the *Client's* circular economy ambition as stated in the *Client's* Sustainable Development Strategy (see link in **Annex 02**),
  - ensures that any new products purchased by a Subcontractor for use partly or wholly in the performance of its obligations under its subcontract complies with the standard for products in the directive,
  - ensures that Subcontractors provide evidence to the *Consultant* to demonstrate how any new products purchased by the Subcontractor for use partly or wholly in the performance of its obligations under a subcontract complies with the requirements of PPN 7/14 and

- includes requirements to the same effect in any subcontract (at any stage of remoteness from the *Client*).

#### Air quality strategy

S516.5 The *Client*'s Air Quality Strategy (see link in **Annex 02**) sets out how it ensures that all activity on the strategic road network is delivered in a way that not only minimises harm, but ultimately improves the environment including air quality. This helps support government to improve air quality in the 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 suppliers to reduce harmful pollutants.

S516.6 The *Consultant*

- ensures that any new vehicles purchased by it for use partly or wholly in Providing the Service comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link in **Annex 02**) and
- when requested, works in collaboration with the *Client* to prepare reports to identify how the best practice standards detailed in the Government Buying Standards Transport 2017 can be achieved. Report findings help inform setting standards for future highways contracts and any subsequent action by the *Consultant* helps reduce emissions of harmful pollutants when Providing the Service.

#### S517 Environmental requirements

S517.1 The *Consultant* designs and delivers the *service* to support society and the wider national interest, supporting the *Client* to minimise environmental impact to achieve an improved environment.

S517.2 The *Consultant* designs and delivers the *service* to support improving environmental outcomes to help protect, manage and enhance the quality of the surrounding environment, with a focus on people and the built, natural and historic environment.

S517.3 The *Consultant* ensures that the design and delivery of the *service* complies with the *Client*'s Environmental Strategy (see link in **Annex 02**).

S517.4 The *Consultant* ensures that the design supports the *Client*'s design vision "we aim to put people at the heart of our work by designing an inclusive, resilient and sustainable road network; appreciated for its usefulness but also its elegance, reflecting in its design the beauty of the natural, built and historic environment through which it passes and enhancing it where possible".

S517.5 The *Consultant* designs and delivers the *services* to comply with 'The road to good design' incorporating the ten principles of good design, grouped as connecting people, connecting places and connecting processes (see link in **Annex 02**).

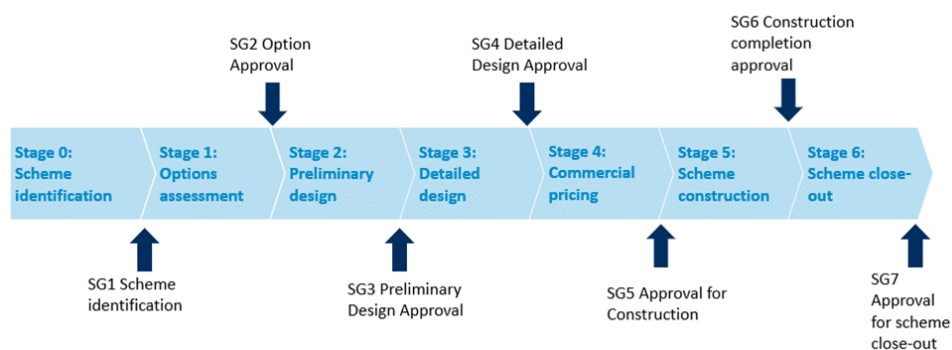
- S517.6 The *Consultant* designs and delivers the *service* to support the *Client's* ambition “that by 2020, the company must deliver no net loss of biodiversity and that by 2040 it must deliver a net gain in biodiversity” is delivered.
- S517.7 The *Consultant* ensures that the design and delivery of the *service* recognise the importance and value of biodiversity and ensure we mitigate our impacts on wildlife and look for the opportunities provided by management and construction work to provide biodiversity enhancement.
- S517.8 The *Consultant* ensures that the design and delivery of the *service* complies with the *Client's* biodiversity plan. (see link in **Annex 02**).
- S517.9 In Providing the Service the *Consultant* ensures that the *Client's* responsibilities and opportunities within the Government Buying Standards are delivered. (see link in **Annex 02**).

### S518 Behavioural attributes

- S518.1 The *Consultant* complies with the requirements in the Supply Chain Alignment in **Annex 07**.

### S519 Develop, Design, Deliver Scheme Development Process

- S519.1 The *Client* operates the 3D Scheme Delivery Process (see link in **Annex 02**) as part of its project management process. 3D comprises a number of products relating to the life cycle of a project. These 3D products are produced, reviewed, updated or refined at various 3D stages. The stages and associated stage gates are shown below.



- S519.2 3D deliverables are developed in accordance with the current version of 3D User Guide for Scheme Management (see link in **Annex 02**). The *Consultant* ensures the product is proportional and meets the content and quality criteria specified in the 3D Responsibility Matrix prior to issue for review. The *Consultant* engages with the appropriate product owner/specialists in line with the 3D Responsibility Matrix.
- S519.3 The *Consultant* liaises with the *Service Manager* to ensure that appropriate Staff receive mandatory 3D training.

- S519.4 All 3D deliverables are shown on a 3D tracker which is managed by the *Consultant* and submitted to the *Service Manager* at intervals to be agreed with the *Service Manager*. The tracker as a minimum, details: start date, finish date and percentage complete against each product in each 3D stage.
- The 3D Responsibility Matrix specifies which products are required and the *Consultant's* responsibilities associated with the delivery of those products.
- S519.5 The *Consultant* provides supporting information and resources, as required, to assist the *Client* with the relevant 3D stage gate independent assurance reviews (IARs) and investment decision committee (IDC) processes for the contract.

#### **S520 Interfaces with third parties**

- S520.1 Refer to the Additional Work Order Information.

#### **S525 Co-ordination and co-operation**

- S525.1 The *Consultant* co-operates with other suppliers in obtaining and providing information needed.
- S525.2 The *Consultant* shares information; communicates openly with the *Client*, continuously shares lessons learnt and achievements and enables embedded learning.
- S525.3 The *Consultant* co-ordinates with local highway authorities to ensure roadwork clashes are prevented.
- S525.4 The *Consultant* programmes the *service* in a manner that minimises the impact on the customer, working in conjunction with the *Client's* Major Projects and Operations Directorates.
- S525.5 The *Consultant* co-locates teams where appropriate and encourages information sharing, communication, concurrent working and a proactive delivery culture.
- S525.6 The *Consultant* 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*.
- S525.7 Refer to the Additional Work Order Information.

#### **S526 Consideration of Others**

- S526.1 The *Consultant* carries out the customer service requirements as set out in **Annex 05**.

#### **S530 Submission procedures**

- S530.1 The *Consultant* provides a design and check certificate when it submits its design to the *Service Manager* for acceptance. The design certificate is signed by an appropriately qualified and experienced engineer other than the engineer who prepared the design.

S530.2 Refer to the Additional Work Order Information.

### S535 Quality management system

S535.1 The *Consultant* complies with and operates management systems as follows

- a health and safety management system complying with the requirements in the S545 of the Scope,
- a quality management system complying with ISO 9001 and ISO 9004 (see links in **Annex 02**),
- an environmental management system complying with ISO 14001 (see link in **Annex 02**) and
- a collaboration framework complying with ISO 44000 (that encompasses the behaviours, organisational culture and management processes that provide a common platform to support effective collaborative business relationships) (see link in **Annex 02**).

S535.2 Not used

S535.3 The *Consultant* obtains certification from a body accredited by UKAS (or another body accepted by the *Service Manager*) of:

- the health and safety management system,
- the quality management system and
- the environmental management system

to the standards set out above within 4 weeks of the Contract Date and submits to the *Service Manager* a copy of all certificates within one week after it is obtained. If the *Consultant* already holds such certification at the Contract Date, the *Consultant* submits to the *Service Manager* a copy of all certificates within one week after the Contract Date.

S535.4 The *Consultant's* quality management system includes the *Consultant's* quality policy as required by the contract and ISO 9000 (see link in **Annex 02**), 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 *Consultant's* quality management system and
- continually providing maximum customer satisfaction.

### S536 Quality Plan

S536.1 The *Consultant* prepares the Quality Plan within 4 weeks of the Contract Date

S536.2 The Quality Plan incorporates the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* achieves each of the quality promises in the Quality Statement and meets the *Client's* objectives for the contract.

- S536.3 The *Service Manager* notifies the *Consultant* if the Quality Plan does not comply with the requirements of the contract. Following such notification, the *Consultant* reviews the Quality Plan and reports to the *Service Manager* setting out its proposed changes. If the *Service Manager* accepts the proposals, the Quality Plan is changed. If the proposed changes are not accepted, the *Service Manager* informs the *Consultant* of the aspects of the Quality Plan that are not acceptable and the *Consultant* updates the Quality Plan for acceptance within one week.
- S536.4 The *Consultant* keeps a controlled copy of the Quality Plan available for inspection at all times by the *Client*, the *Service Manager* and their representatives.

#### **S540 Quality policy statement and Quality Plan**

- S540.1 Not Used

#### **S541 Audit, nonconformities (including “defects”) and Quality Management Points**

- S541.1 The *Consultant* carries out a programme of internal audits in accordance with the requirements of ISO 9001 (see link in **Annex 02**).
- S541.2 The *Service Manager* may carry out audits of the *Consultant’s* quality management system from time to time.
- S541.3 The *Consultant* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Consultant*), carries out any work that relates to the contract for the *Service Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is Providing the Service in accordance with the contract.
- S541.4 The *Consultant* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.
- S541.5 Additional audits may be carried out when the number of Quality Management Points in effect exceeds 25.
- S541.6 The *Service Manager* decides the location, frequency and extent of additional audits having regard to the root causes for the accrual of Quality Management Points in effect.
- S541.7 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within three working days, a brief report covering as a minimum
- The unique reference for the Nonconformity,
  - A brief description stating which requirement is not being fulfilled and in what way,
  - The effect both current and potential and
  - The likely cause i.e. what aspect of the Quality Plan or service delivery is not functioning properly.

- S541.8 Following the notification of a Defect or identification of other Nonconformity the *Consultant* submits within 2 weeks to the *Service Manager* for acceptance, a corrective action plan covering as a minimum:
- The unique reference of the Nonconformity,
  - description – this could be as per the Nonconformity report or expanded,
  - details of the corrective action proposed,
  - categorisation of the Nonconformity into high, medium or low risk,
  - for high and medium risk, an analysis of the root cause(s) of the Nonconformity commensurate with risk i.e. what is the evidence-based underlying truth about what is causing the Nonconformity to occur,
  - what aspect of the Quality Plan needs to be addressed i.e. which of the *Consultant's* processes is not performing as required,
  - what the corrective action will address, for example- is it a process design that needs changing or is it an execution issue (i.e. that requires additional training, tools etc.),
  - for high and medium risk, a detailed action plan, commensurate with risk, with planned correction date and milestones – the plan should contain named individuals for the actions and for high risk the plan should nominate the relevant executive process owner from the *Consultant* to take overall accountability for the plan. A brief action plan is required for low risk,
  - method of reporting progress to the *Service Manager*,
  - the method to be used to signify successful correction of the Nonconformity to allow that to be recorded on the register. Any envisaged circumstance that will allow the *Service Manager* to confirm the correction and
  - adjustments to be made to the Quality Plan or service delivery in order to prevent recurrence of the Nonconformity.
- S541.9 The *Consultant* keeps an up to date register of Nonconformities covering as a minimum:
- the unique reference,
  - date of identification,
  - identification method for example through performance management, by testing or by audit etc.,
  - date of corrective action report,
  - date Nonconformity corrected (i.e. confirmed as such by the *Service Manager*) and
  - traffic light type notation,
    - red – indicates Nonconformity identified but no corrective action report prepared – also where corrective action not complete by planned date,

- amber – correction action report prepared and action in progress and within planned parameters and
- green – corrective action complete and accepted by the *Service Manager*.

The *Consultant* enters the Nonconformity on to the register within three working days from its identification.

S541.10 The *Consultant* does not begin any corrective or preventative action(s) to address the Nonconformity until the *Service Manager* has accepted its proposals.

S541.11 Within one week of the *Consultant* submitting the proposed corrective and preventative action plan for acceptance, the *Service Manager* either accepts the proposal or notifies the *Consultant* of its reason for not accepting it.

A reason for not accepting the proposed action plan is that:

- it does not adequately specify actions required to ensure that Nonconformities do not recur,
- it does not comply with the contract,
- the time for completing the corrective and preventative action is unreasonable, or
- it hinders the *Client* or Others.

S541.12 If the *Service Manager* does not accept the proposed action plan, the *Consultant* submits a revised proposal to the *Service Manager* for acceptance within one week. The *Service Manager* responds to the revised proposal as stated in S541.11.

S541.13 The *Consultant* corrects Nonconformities and takes action to eliminate the causes of actual or potential Nonconformities within a time which minimises the adverse effect on the *Client* or Others and in any event before carrying out any operation the same or similar as that in respect of which the Nonconformity occurred.

S541.14 The *Consultant* notifies the *Service Manager* when the proposed actions have been taken and provides with his notification verification that the defective part of the *service* has been corrected.

S541.15 If the *Consultant* fails to comply with its quality management system, the *Consultant* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in **Annex 10**. The number of Quality Management Points is reduced in accordance with the quality table.

S541.16 If the *Consultant* fails properly to accrue Quality Management Points, the *Service Manager* instructs the *Consultant* to accrue the applicable number of Quality Management Points calculated in accordance with the quality table. The Quality Management Points accrue on the date of the *Service Manager's* instruction.



S541.17 The *Consultant* maintains a register of the number of Quality Management Points in effect, showing when Quality Management Points accrue and are removed.

S541.18 A failure to comply with this section is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### **S542 Quality Management Points & Table**

S542.1 Quality Management Points accrue from the:

- date of identification, or
- date of the audit if raised in an audit, or
- *Service Manager's* instruction.

S542.2 If the number of Quality Management Points in effect under the contract is more than 25, the *Consultant* and the *Service Manager* meet within one week to consider ways of reducing the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

S542.3 The *Consultant* submits a report to the *Service Manager* within one week of the meeting setting out the actions agreed at the meeting and any other actions which the *Consultant* proposes to take immediately to reduce the number of Quality Management Points in effect to 25 or less and to avoid accruing further Quality Management Points.

S542.4 If the *Service Manager* does not accept the *Consultant's* proposals or the *Consultant* does not take the agreed actions, the Project Manager serves a Quality Warning Notice on the *Consultant*. Within one week of receipt of the Quality Warning Notice, the *Consultant* submits a revised report to the *Service Manager* setting out the actions which the *Consultant* has taken and what further or alternative actions they propose to take to reduce the number of Quality Management Points in effect to 25 or less.

S542.5 Following the issue of a Quality Warning Notice and until the number of Quality Management Points in effect is reduced to 25 or less, the *Client* reserves the right to remove services and the *Client* may appoint Others to perform these Tasks.

S542.6 A failure to:

- take actions to reduce the number of Quality Management Points in effect to 25 or less, or
- comply with a corrective action plan that has been accepted by the *Service Manager*

is treated as a substantial failure by the *Consultant* to comply with its obligations.

#### **S543 Continual Improvement**

S543.1 The *Consultant* operates processes for delivering innovation and continual improvement / Lean following the requirements set out in **Annex 11**.

#### S544 Performance Measurement

- S544.1 The *Service Manager* uses the current version of the Collaborative Performance Framework (CPF) (see link in **Annex 02**) in order to actively measure the *Consultant'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.
- S544.2 The *Consultant* 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.
- S544.3 The scores recorded by the *Consultant* against each CPF indicator are submitted to the *Service Manager* and copied to the relevant CPF email address. The instructions for identifying the relevant CPF email address and the relevant working day in the month for submission 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 *starting date* and are thereafter submitted quarterly.

#### Performance Review

- S544.4 The *Consultant* undertakes a performance review addressing all aspects of performance on a quarterly basis, or as instructed by the *Service Manager*, in accordance with the CPF.
- S544.5 The Performance Level is 6 and is measured in accordance with the CPF.
- S544.6 Where the *Consultant's* performance is below the Performance Level, this is treated as a substantial failure by the *Consultant* to comply with its obligations.
- S544.7 The *Client* leads additional annual reviews to assess all aspects of *Consultant's* performance and trends in performance indicators. The *Consultant* assists any additional reviews as requested by the *Service Manager*.

#### S545 Health and Safety

- S545.1 The *Consultant* complies with the *Client's* Health and Safety Requirements outlined in **Annex 15**.
- S545.2 The *Consultant* is principal designer (as defined by CDM Regulations 2015 (see link in **Annex 02**)) for all Schemes in the Work Order.

#### S550 Legal requirements

- S550.1 Not Used

### S555 Disclosure Requests

S555.1 Inherited from Section 7.6 of the Framework Information of the Framework Contract.

### S556 Official Secrets Act

S556.1 Inherited from Section 7.4 of the Framework Information of the Framework Contract.

### S557 Confidentiality

S557.1 Inherited from Section 7.2 of the Framework Information of the Framework Contract.

### S560 Form of retained documents

S560.1 The *Consultant* provides the documents required for the *Client* to take over the *service* at the time required by and in accordance with the *Client's* current procedures.

S560.2 The *Consultant* delivers to the *Service Manager* on 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 *Clients* digital environment systems. All information is catalogued and indexed. Paper original records are scanned to one of the following electronic formats:

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

S560.3 The list of documents / activities to be completed in order to achieve Completion are as follows:

- the *Consultant* provides a completed Health and Safety File as required under the Construction (Design and Management) Regulations 2015 (see link in **Annex 02**),
- as built drawings – as defined within the Construction (Design and Management) Regulations 2015, the *Consultant* submits all drawings prior to Completion,
- Design Manual for Roads and Bridges (DMRB) TD 131 (see link in **Annex 02**) – the *Consultant* complies with the requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares, routine maintenance schedule, etc. all as defined in MCH 1349 on TSS Plans Registry (see link in **Annex 02**),

- the activities listed in (DMRB) GG 182 - Major schemes: Enabling handover into operation and maintenance (see link in **Annex 02**),
- the activities listed in the Asset Data Management Manual (ADMM) (see link in **Annex 02**),
- databases – the *Consultant* confirms that all the Client Systems which require updating are populated and updated prior to Completion. These include the following systems; other systems may be notified to the *Consultant* prior to Completion and the *Consultant* updates all systems notified by the *Service Manager*
- IAM IS – Integrated asset management information system,
- HAPMS – Highways Pavement Management System,
- HADDMS – Highways Drainage Data Management System,
- HAGMS – Highways Geotechnical Data Management System,
- EnvIS – Environmental Information System,
- NOMS – Network Occupancy Management System and
- SMIS – Structures Management Information System.
- the closure of Non-conformity, outstanding audit actions and resolution of any Quality Management Points (QMPs) to be ascertained by audit,

S560.2 Refer to the Additional Work Order Information.

#### **S561 Format of records**

S561.1 The *Consultant* ensures that records are created and maintained in an acceptable format such as:

- scanned electronic image (Acrobat .pdf),
- editable electronic document (Microsoft Word),
- editable electronic spreadsheet (Microsoft Excel),
- editable vectorised drawing format (.dwg AutoCAD format or equivalent),
- graphic electronic image in compressed (.jpg) format, or
- other formats compatible with the *Client's* Information Systems, reference documents or guidance manuals as agreed with the *Service Manager*.

S561.2 The *Consultant* undertakes translation of existing records into an accepted format when instructed by the *Client*.

- S561.3 The *Consultant* may from time to time agree with the *Client* alternative acceptable formats in which the *Consultant* maintains records, taking into account any advances and other developments in Information Systems. The *Consultant* implements any changes as agreed with the *Service Manager*.

#### **S562 Records and audit access**

- S562.1 The *Consultant* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Consultant* or any subcontractor (at any stage of remoteness from the *Client*).
- S562.2 The *Consultant* provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary.
- S562.3 This section 562 does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 (see link in **Annex 02**) for the examination, certification or inspection of the accounts of the *Consultant*.
- S562.4 The *Contractor* records efficiencies within an Efficiency Register, updates and submits the Efficiency Register to the *Project Manager* on a monthly basis.

#### **S563 Deed of Novation**

- S563.1 Inherited from Section 7.10 of the Framework Information of the Framework Contract.

### **S600 Information and other things provided by the *Client* and Others**

#### **S605 Provision by the *Client***

- S605.1 The *Client* provides:
- Network Occupancy subject to requests being submitted as required under DMRB GM702 Operational Requirement for Network Occupancy (see link in **Annex 02**)
  - information about the assets within and adjacent to the boundary of each Scheme in the Work Order,
  - information about asbestos containing materials and other known hazards and site-specific health and safety requirements within and adjacent to the boundary of each Scheme in the Work Order,
  - temporary traffic management associated with surveys and site inspections to allow the *Consultant* to Provide the Service,
  - access to Information Systems in Annex 09,
  - copies of all surveys and testing information and associated analysis related to each Scheme in the Work Order and
  - technical surveys and testing specified by the *Consultant* as agreed with the *Service Manager*.

#### **S610 Provision by Others**

- S610.1 The Partners provide:

- buildability advice during the Develop and Design Phases of the 3D process and
- site offices and welfare facilities as appropriate to the scheme during the Delivery Phase of the 3D process of schemes.

### **S615 Approvals from Others**

- S615.1 The *Consultant* identifies any requirements for technical approval of the design from Others. The *Consultant* complies with the special requirements of Others for technical approval of the design.
- S615.2 The *Consultant* includes the requirement for technical approval of the design from Others within the Scheme Programme, alongside suitable timescales for technical review and approvals by Others as agreed with the *Service Manager*.
- S615.3 The *Consultant* assures that the relevant design approvals are obtained through the delivery programme for each Scheme.

### **S700 Timing, programme and Completion**

#### **S705 Programme requirements**

- S705.1 The consultant produces a programme for each Scheme in the Work Order and for additional activities in the Work Order that are not included in a Scheme.

#### **S710 Format of the programme**

- S710.1 The Consultant produces a detailed programme identifying
- key dates,
  - sectional completion dates,
  - milestones for completion of each product required to be produced in each 3D stage and
  - All activities required in each 3D stage to Provide the Service.
- S710.2 Once the programme has been issued to the *Service Manager*, it becomes the latest issued Programme.
- S710.3 The issued Programme is submitted in its editable format as per the software used and PDF formats to be agreed with the *Service Manager*.
- S710.4 The *Consultant* issues the programme monthly via CEMAR in line with the *Clients* reporting timescales.
- S710.5 The *Consultant* provides a narrative to the *Service Manager* for the programme to explain how the programme has been developed, with reference to the safe system of work and include an explanation of how the works are delivered. This includes
- cycle times and works sequences,
  - the deployment of Staff,
  - the production rates used in determining durations [also used when assessing claimed % complete],
  - the shifts assumed in determining durations,

- the breakdown of Staff requirements by discipline
- intended working hours used in developed the programme,
- times assumed for approvals from Others

The narrative provide detail that substantiate and provides a reconciliation of:

- programme leads and lags,
- project levels of labour (by trade) and staff.

### **S715 Sequence & timing**

S715.1 Refer to the Additional Work Order Information.

### **S720 Information & other things provided by the *Client* and Others**

S720.1 The timing of Network Occupancy is as per GM702 Operational Requirements for Network Occupancy.

S720.2 Information about assets within and adjacent to the boundary of each Scheme in the Work Order is made available at the commencement of each Scheme if not already accessible on Information Systems (see **Annex 09**).

S720.3 Asbestos information is provided as the start of the Work Order.

S720.4 Temporary traffic management requires a 15 lead in period to process any required temporary traffic regulation orders

S720.5 Access to Information Systems is provided from the starting date, subject to the *Consultant* providing names of staff requiring access and complying with the requirements in Annex 09.

S720.6 Copies of all technical surveys and testing information and associated analysis are provided at the *starting date*.

S720.7 Technical surveys and testing are provided in timescales agreed by the Service Manager

S720.8 Buildability is provided throughout the Develop and Design Phase

S720.8 Site office and welfare facilities as appropriate will be provided for the *Consultants* site team during 3D Stage 5 Construction.

### **S725 Revised programme**

S725.1 Physical progress is reported and recorded (updated) on programme activities by the *Consultant* during each *Client's* reporting period using physical percentage complete and activity remaining duration as the basis for progress status compared with the initial project programme as a baseline. The baseline data is only amended with the *Service Manager's* acceptance.

S725.2 Revised programme submission reports include but are not limited to the following information:

- change log detailing all new activities,
- changed durations,
- changed calendar assignments,

- changed dependencies,
- changed assumptions – either amended, removed or added and
- changes to the sequences.

### **S730 Completion definition**

S730.1 The work to be done by the Completion Date is all the *service*.

### **S735 Sectional Completion definition**

S735.1 The work to be done by the *completion date* for a section of the *service* is all the work included in the section necessary to pass the relevant 3D Scheme Delivery Process stage gate.

### **S800 Other requirements of the *conditions of contract***

#### **S805 *Consultant's* application for payment**

S805.1 The *Consultant* provides a breakdown of the invoice in the format required by the *Service Manager* and complying with the requirements of **Annex 16**.

S805.3 The *Consultant* notifies the *Service Manager* of the name and address of the *project bank*, the account name and number, the bank sort code and any other details required to make direct payments into that account.

#### **S807 Cost verification**

S807.1 The *Consultant* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to review data relating to the assessment of Defined Cost (including Personal Data) for the purpose of verifying the Defined Cost incurred.

S807.2 The *Client* ensures that data viewed for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

S807.3 The *Consultant* obtains agreement from the data subject for the review of Personal Data for verification.

#### **S810 *Client* use of the material**

S810.1 The *Client* may use the material provided by the *Consultant* for any purpose.

#### **S815 *Consultant* use of the material**

S815.1 The *Consultant* acquires no rights over materials prepared for the *service*

#### **S820 Records of expenses**

S821.1 The *Consultant* retains records, invoices and receipts for all expenses and keeps these available for inspection by the *Client*, *Service Manager* and their representatives at all times.



## S825 Subcontracting

- S825.1 Except as required by the operational requirements of a Category Purchase Agreement, or where a competitively awarded pre-existing contract for such works, supplies or *services* exists, or where the subcontractor was named and agreed in writing as part of the tendering process leading to the award of the main contract, the *Consultant* obtains a minimum of three (3) competitive written quotations for the appointment of any subcontractor or supplier for *services* with a subcontract value in excess of £10,000.
- S825.2 The *Consultant* includes a provision in all subcontracts stating that retention is not deducted from any amount due to the subcontractor and procures that its subcontractors (subcontractors at any stage of remoteness from the *Client*) do the same.
- S825.3 The *Consultant* ensures that all subcontractors (at any stage of remoteness from the *Client*) are Named Suppliers.
- S825.4 The *Consultant* may propose to the *Service Manager* that a subcontractor (at any stage of remoteness from the *Client*) is not a Named Supplier. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontractor (at any stage of remoteness from the *Client*) to be a Named Supplier.
- S825.5 The *Consultant* ensures that all subcontracts with Subcontractors (that are not competitively awarded pre-existing agreements) use an NEC form of contract and that any further subcontractors (at any stage of remoteness from the *Client*) have terms and conditions that align with the subcontract.
- S825.6 The *Consultant* may propose to the *Service Manager* that a subcontract (at any stage of remoteness from the *Client*) does not use a NEC form of contract. The *Consultant* does not and procures that a subcontractor (at any stage of remoteness from the *Client*) does not, award subcontract (at any stage of remoteness from the *Client*) which is not an NEC form unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract (at any stage of remoteness from the *Client*) to be an NEC form.
- S825.7 The *Consultant* submits the proposed Contract Data for each subcontract to the *Service Manager* for acceptance and for the purposes of clause 24.4 (where main Option C or E applies) this paragraph is the *Service Manager's* instruction to the *Consultant* to make the submission. A reason for not accepting the Contract Data is
- it does not comply with the obligations of the contract,
  - it does not align with the risk transfer of the contract, or
  - in the opinion of the *Service Manager* it has too high a risk transfer to the proposed subcontractor.
- S825.8 The *Consultant* ensures that any subcontract is capable of being novated to a replacement contractor.

- S825.9 The *Consultant* may propose to the *Service Manager* that a subcontract is not capable of being novated to a replacement contractor. The *Consultant* does not award a subcontract that is not capable of being novated to a replacement contractor unless the *Service Manager* has accepted the *Consultant's* proposal. A reason for not accepting the *Consultant's* proposal is that it is practicable for the subcontract to be novated to a replacement contractor.
- S825.10 When requested by the *Service Manager*, the *Consultant* executes or procures that the relevant subcontractors (at any stage of remoteness from the *Client*), an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to a replacement contractor.

## S826 Contracts Finder

- S826.1 The requirements of this section S826 do not apply to subcontracts placed under a Category Purchase Agreement.
- S826.2 Where the forecast amount to be paid to the *Consultant* is £5,000,000 or more per annum at the Contract Date or where Option X22 is used, the *Consultant*
- subject to paragraphs S826.4, S826.5 and S826.6, 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 Completion,
  - 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 Completion and provides reports on this information to the *Service Manager* in the format and frequency as reasonably specified by the *Service Manager* and
  - promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

The calculation of £5,000,000 or more per annum in this section is in accordance with footnote 1 to PPN 01/18 (see link at **Annex 02**) based on an advertised contract value, averaged over the life of the contract.

- S826.3 Each advert referred to in paragraph S826.2 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Consultant*.
- S826.4 The obligation at paragraph S826.2 only applies in respect of subcontract opportunities arising after the Contract Date.
- S826.5 The *Consultant*, may propose to the *Service Manager* for acceptance, that a specific subcontract is not advertised on Contracts Finder. The *Consultant* provides a detailed reason for not advertising the specific subcontract opportunity. The *Consultant* provides further detail when requested by the *Service Manager* to assist in its consideration. If accepted by the *Service Manager*, the *Consultant* is relieved from advertising that subcontract opportunity on Contracts Finder.

## **S827 Fair payment**

S827.1 The *Consultant* includes in the subcontract with each subcontractor (at any stage of remoteness from the *Client*)

- a period for payment of the amount due to the subcontractor (at any stage of remoteness from the *Client*) not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes payment for work which the subcontractor (at any stage of remoteness from the *Client*) has completed from the previous assessment date up to the current assessment date in the contract,
- a provision requiring the subcontractor (at any stage of remoteness from the *Client*) to include in each subcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract,
- a provision requiring the Subcontractor to assess the amount due to a subcontractor without taking into account the amount paid by the *Consultant* 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.

S827.2 The *Consultant* notifies non-compliance with the timescales for payment

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

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

## **S828 Advertising Subcontracts in accordance with the Public Contract Regulations 2015**

S828.1 The *Consultant* ensures that any subcontracts for the elements of the *service* advised by the *Service Manager* in accordance with paragraph S828.2 are

- procured in full compliance with the Public Contract Regulations 2015, or its replacement, (the “Public Contract Regulations”) (see link in **Annex 02**) and
- are capable of being novated to the *Client* or an Other.

- S828.2 When requested by the *Service Manager*, the *Consultant* procures the Relevant Subcontractor executes an agreement in the form the *Client* may reasonably require to novate the benefit and burden of a subcontract to the *Client* or a replacement contractor.
- S828.3 The *Consultant* may use the *Client's* e-tendering system to procure any subcontract required by this section. The *Service Manager* arranges for advice and support on the use of the *Client's* e-tendering system.
- S828.4 The *Consultant* provides to the *Service Manager* draft procurement documents (as defined in the Public Contract Regulations) for acceptance. A reason for the *Service Manager* not accepting the draft procurement documents
- do not comply with the Public Contract Regulations, any case law or any EU Regulations,
  - do not comply with or meet the requirements of the contract,
  - in the opinion of the *Service Manager*, would place an unacceptable burden upon the *Client* (should the subcontract be novated to the *Client*), or
  - do not enable the *Consultant* to Provide the Service.
- S828.5 The *Consultant* does not publish any procurement documents until the *Service Manager* has accepted them.

## **S829 Records and reporting for SMEs**

- S829.1 Inherited from Section 7.7 of the Framework Information of the Framework Contract.

## **S830 Training**

- S830.1 The *Client* provides training for relevant systems listed in **Annex 09**.
- S830.2 The *Consultant* proposes a list of appropriate Staff to be trained for each requirement for acceptance by the *Service Manager*. The *Consultant* liaises with the *Service Manager* to programme the training to optimise efficiencies.

## **S900 Acceptance or procurement procedure (Options C and E)**

### **S905 Procurement procedures**

- S905.1 No additional requirements beyond those stated elsewhere in the Scope

### **S910 Submission & acceptance procedures**

- S910.1 No additional requirements beyond those stated elsewhere in the Scope

## **S1000 Accounts and records (Options C and E)**

### **S1005 Additional records**

S1005.1 The additional records to be kept by the *Consultant* are

- Timesheets and resource allocation records for all staff employed on the Work Order (both own staff and subconsultant staff),
- Receipts to evidence *expenses*,
- Invoices and supporting data showing the build-up of costs paid to subconsultants, and
- Forecasts of total Defined Cost.

The Consultant keeps these records available for inspection at all times by the *Client*, *Service Manager* and their representatives.

## **S1100 Ultimate holding company guarantee (Option X4)**

S1100.1 Option X4 is Not Used

### **S1101 Parent Company Guarantee**

S1101.1 Inherited from Section 7.8 of the Framework Information of the Framework Contract.

### **S1102 Legal Opinion**

S1102.1 Inherited from Sections 7.8 of the Framework Information of the Framework Contract.

## **S1200 Undertaking to Others (Option X8)**

### **S1205 Undertakings to Others**

S1205.1 Not Used

## **S1300 Transfer of rights**

### **S1305 Consultant's rights over material prepared for the design of the service**

S1305.1 The *Consultant* acquires no rights over material prepared for the design of the *service*.

### **S1310 Other rights to be obtained by the Consultant**

S1310.1 As per the Section 7 in the Framework Information of the Framework Contract

S1310.2 Additional requirements as per the Additional Work Order Information.

### **S1315 Escrow**

S1315.1 Not Used

## S1400 Information modelling (Option X10)

### S1405 Information Modelling Requirements

- S1405.1 The *Consultant* Provides the Service in compliance with the Government's Strategy for Building Information Modelling (BIM) as set out in the Cabinet Office Government Construction Strategy papers dated May 2011 and 2016. (See link at **Annex 02**).
- S1405.2 Level of Definition is the graphical and non-graphical content required for an Information Model at each 3D stage as specified in the Information Model Requirements.
- S1405.3 Model Production and Delivery Table is the table of that name included in the Information Model Requirements for the contract that sets out:
- the subject matter of the Information Model,
  - the person who is to produce and deliver the Information Model at each 3D stage and
  - the proposed Level of Definition.

#### Creation of delivery plans

- S1405.4 Prior to the commencement of each 3D stage, the *Client* creates and issues to the *Consultant* a delivery plan (the "Information Delivery Plan") for the relevant 3D stage based on the Information Model Requirements and the Model Production and Delivery Table (See **Annex 02**).
- S1405.5 Within two weeks of the Information Delivery Plan being issued, the *Consultant* updates the Information Execution Plan to comply with the Information Delivery Plan and submits it to the *Service Manager* for acceptance.
- S1405.6 The *Service Manager* reviews the updated Information Execution Plan and verifies that it complies with the Information Delivery Plan. The *Service Manager* updates the Model Production and Delivery Table. An additional reason for not accepting the Information Execution Plan is that it does not comply with the Information Delivery Plan.

#### Production of Project Information by the *Consultant*

- S1405.7 The *Consultant* develops the following documents for acceptance by the *Service Manager* within four (4) weeks of the *starting date*:
- supply chain BIM capability assessment,
  - GIS strategy and implementation plan and
  - design management plan (BS 7000-4 compliant), along with a simple BIM strategy document.
- S1405.8 Refer to the Additional Work Order Information.

- S1405.9 The *Consultant* records and reports all benefits of BIM to the *Service Manager*, through the approved *Client* efficiency process along with producing relevant case-studies as specified by the *Client*.

#### **S1410 Asset Data Requirements**

- S1410.1 The *Client* will:
- put our asset data at the heart of everything we do so that we make effective, robust and customer-focused decisions regarding the Strategic Road Network and
  - ensure everybody takes joint responsibility to maintaining our asset data.
- S1410.2 The *Consultant* complies with the Asset Data Management Manual (ADMM), see link in **Annex 02**, in managing asset data (plan, capture, store, use and dispose).]

#### **S1600 Project Bank Account (Option Y(UK)1)**

- S1600.1 The *Consultant* 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.
- S1600.2 The *Consultant* 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 *Service Manager* for the attachment of the *Client's* common seal and
  - each original copy of the deed has original signatures from the relevant authorised signatories.

#### **S1605 Adding a Supplier**

- S1605.1 The *Consultant* ensures that all its supply chain sign a Joining Deed to be paid via the PBA. For any subcontractor or supplier that declines to join the PBA (having been offered the opportunity) written evidence needs to be provided to the *Service Manager* detailing the reasons why it does not want to sign up. The *Client* may at any time, contact that subcontractor or supplier directly to improve their knowledge and understanding of the benefits of PBAs.

#### **S1606 Project Bank Account (PBA) Tracker**

- S1606.1 The *Consultant* completes and submits to the *Service Manager* on a monthly basis:
- a fully populated PBA tracker (see link in Annex 02) detailing payments made by the *Consultant* to its subcontractors (at any remoteness from the *Client*) and

- detailed any statements and payment runs (required to reconcile payment dates and amounts to the application breakdown in the PBA tracker (for PBA supply chain and non-PBA supply chain). Any data relating to other clients is redacted from the *Consultants* main account statement before submission) in .pdf format.
- S1606.2 The *Consultant* explains all variances from the previous month and submits further information to the *Service Manager* in response to any queries raised.
- S1606.3 The *Service Manager* monitors the tracker for the time it takes the *Consultant* 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 the amount due to subcontractors (at any stage of remoteness from the *Client*) joined to the PBA.
- S1606.4 If any data/evidence is missing or still required (if not covered in the tracker) spot checks are undertaken directly by the *Service Manager* with the subcontractors (at any stage of remoteness from the *Client*) to verify that they are paid in a timely manner.
- S1606.5 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.
- S1606.6 Where the *Consultant* transfers monies from other accounts into the PBA this is stated on the bank statement.