Highways England Company Limited

REGIONAL DELIVERY PARTNERSHIP

Delivery Integration Partner (DIP)

(May 2018)

Volume 3

Scheme Contract – Part One ECC Scope

General Scope applicable to all Schemes

Version. No.	Issue Date	Amendments	Initials	Date
1.0	23/04/18	Tender issue		23/04/18
1.1	23/05/18	• S207 Environmental requirements – correct reference to Historic England • S228 Discrimination, bullying and harassment – rephrased requirements. • S251Customer Service - below "Governance" delete the words "(see link at Annex A)" • S925 Deed of Novation – section inserted • S1205 General Constraints – insert text around not deducting retentions. • S1215 Contracts Finder – section inserted. • S1700 Undertakings to the Client and others – delete "not used" and insert replacement text. • S1810 Intellectual Property Rights – rephrased text. • Annex A – add documents for S925 and S1700 • Annex A – replace document at S256.	AT	18/05/18
1.2	31/05/18	• Annex A, S251 delete "Client's network occupancy communications plan" • Annex A, S256 insert "Traditional PCF product matrix" • Annex A, S1215 insert reference to PPN 01/18 • Annex A, replace references to Bravo with "See Volume_3_DIP_Index" • Annex B, insurance table, paragraph 4. Delete "*Client's*" and replace with "Employer's"	CS	31/05/18

ECC SCOPE

Document Structure

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S100 Description of the *works*

The Regional Delivery Partnership has been developed to optimise delivery against a landscape of increasing capital investment. Given this, there is a requirement for ongoing growth within the industry which Highways England supports though this relationship.

Highways England's programme of works enhance the safety, capacity and reliability of the UK strategic road network. The outcomes achieved by the programme of works is measured through a number of key performance indicators. The current Highways England key performance indicators are

- an ongoing reduction in the number of Killed or Seriously Injured (KSIs) on the Strategic Road Network (SRN). The target for roads period one is the reduction of at least 40% by the end of 2020 against the 2005–2009 average baseline,
- network availability: the percentage of the SRN available to traffic is maximised so that lane availability does not fall below 97% in any one rolling year,
- incident management: at least 85% of all motorway lane impact closures between 06.00 and 22.00 are cleared within one hour,
- encouraging economic growth: average delay (time lost per vehicle per mile) reducing over the period of the delivery,
- at least 1,150 noise important areas are mitigated over roads period 1,
- the percentage of pavement asset that does not require further investigation for possible maintenance is to be 95% or above,
- efficiencies on capital expenditure of at least £1.212 billion over roads period one,
- Delivery Plan progress: progress of work, relative to forecasts set out in the Delivery Plan, and annual updates to that plan, and expectations at the start of Road Period 1 to meet or exceed the forecasts,
- delivery of improved biodiversity, as set out in the *Client*'s 'Biodiversity action plan' and
- achieve 90% of National Road Users' Satisfaction Survey respondents who are 'very' or 'fairly satisfied'.

S105 Project objectives

The *Client's* ambition, as set out in the Roads Period ('RP'), is to revolutionise England's roads and create a modern Strategic Road Network across England. This ambition is focused around supporting economic growth and

shaping a modern Britain, making a real difference to people's lives and businesses' prospects.

To achieve the *Client*'s ambition, the *Client* requires a Delivery Integration Partner (DIP) for the delivery of the Road Period. The *Supplier* in the contract is the DIP. The *Client* is currently within the first Road Period (RP1) which commenced in 2015 and is due to end in March 2020 when the second Road Period (RP2) commences, ending in 2025. Road Periods are currently 5 years long which, it is assumed, will continue.

The DIP supports the *Client* in the delivery of the Schemes which have been formally allocated to them. As a partner to the *Client*, it is expected that there is strategic alignment and that delivery is undertaken with the same values as the *Client* holds; Safety, Ownership, Passion, Integrity and Teamwork.

Schemes may be instructed based upon differing objectives, however, there is a need to demonstrate and articulate the benefits, which are further identified and demonstrated by the DIP, in line with the *Client's* Performance Management Framework (PMF).

The principles guiding the *Client*, and the selected DIP in the operation of the contract and in the delivery of schemes are contained in the Framework Information.

The *Supplier* supports the *Client* in achieving £1.212 billions of capital efficiency savings by 2020 and any future efficiency targets as may be set by the *Client.*

S110 Description of the *works*

The description of the *works* for this Scheme are described in Part two.

S200 General constraints on how the *Supplier* Provides the Works

S205 General constraints

Risk management

General

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

Risk management objectives

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 *Supplier*, *Project Manager*, *Client* and other stakeholders that risks are understood and managed, and
- that all parties are fully aligned with and demonstrably meet the requirements of the *Client*'s risk management framework.

Interface with other risk processes

The information developed under this section S205 does not replace the Early Warning Register referred to in the *conditions of contract* and maintained by the *Project Manager* in relation to the early warning process. Nor does it relinquish or replace the requirement of the *Supplier* or *Client* to notify early warnings and hold early warning meetings.

The information developed under this section S205 is not affected by nor does it affect the requirements of other risk assessments and risk-based processes required for the delivery of the *works*. For example,

- requirements to meet CDM regulations,
- Geotechnical risk assessment and
- Safety hazards.

However, such processes may make use of the outputs produced, and moreover risks identified through such processes that may adversely affect the achievement of the project objectives are incorporated.

Scope

The requirements under this section S205 apply at all PCF Stages of the project lifecycle, as defined by the Project Control Framework (PCF) covering options, development and delivery.

Unmitigated risks that may remain during operations are identified to enable consideration by the Operations Directorate (OD).

Risk management requirements / principles

The *Supplier* complies with the risk management requirements described above and as contained in the

- Project Control Framework (see link at Annex A),
- MP Risk Management Manual, and
- Xactium user guide.

The *Supplier* 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 *Project Manager.*

Risk management system and risk records

The *Client* has Xactium as its enterprise wide risk management system to record and update all risk data within the *Client*'s organisation. The *Supplier* uses the *Client's* Xactium system.

S206 Energy Efficiency Directive

The *Supplier:*

- complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive" ("**PPN 7/14**") (see link at Annex A) and any related supplementary Procurement Policy Notes in Providing the Works,
- ensures that any new products purchased by it for use partly or wholly in Providing the Works comply with the standard for products in Directive 2012/27/EU.
- demonstrates efficiency in resource use and ensures maximisation of recycling materials in supporting the *Client*'s push towards a 'circular' approach to management of resources.
- ensures that any new products purchased by a Subcontractor for use partly or wholly in the performance of its obligations under its subcontract complies with the standard for products in Directive 2012/27/EU (see link at Annex A),
- ensures that Subcontractors demonstrate to the *Supplier* how any new products purchased by the Subcontractor for use party or wholly in the performance of its obligations under a subcontract compiles with the requirements of PPN 7/14 and
- includes requirements to the same effect in any subsubcontract (at any stage of remoteness from the *Client*).

The *Supplier* demonstrates to the *Project Manager* how any new products purchased by it for use partly or wholly in Providing the Works comply with the requirements of PPN 7/14.

S207 Environmental requirements

In Providing the Works the *Supplier* complies with the *Client's* environmental strategy (see link at Annex A) which is to invest for the long-term and capture

the vision for the environment which is "a strategic road network working more harmoniously with its surroundings to deliver an improved environment". This includes *conserve* energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

The *Supplier* demonstrates environmental improvements in leadership and culture through accountability, capable employees and customer focused delivery.

The *Supplier* demonstrates recognition of health, safety and wellbeing in driving through environmental improvements which are to reduce noise pollution, improve air quality and improving resilience to flooding.

In Providing the Works the *Supplier* demonstrates excellence in design quality through research and innovation, working with stakeholders which ensures environment and improved environmental performance is at the heart of all projects.

The *Supplier* complies with the *Client*'s design vision and principles as set out in 'The road to good design' (see link at Annex A) "by designing an inclusive, resilient and sustainable road network".

In Providing the Works the *Supplier* complies with the *Client's* Biodiversity Plan (see link at Annex A) to address the biodiversity challenges of no net loss of biodiversity by 2020 and a net biodiversity gain by 2040 which is to produce good biodiversity performance, manage the SRN to support biodiversity and ensure best possible biodiversity performance.

Goods purchased by the *Supplier* on behalf of the *Client* (or which become the property of the *Client*) comply with the relevant minimum sustainable procurement standards specified in the Government Buying Standards (see link at Annex A). All printed output is printed on both sides where appropriate.

<u>Construction Environmental Management Plan</u>

Interim Advice Note (IAN) 183/14 provides guidance on the requirements of the Construction Environmental Management Plan (CEMP) (see link at Annex A).

The *Supplier* prepares a CEMP in advance of the commencement of the construction of the Scheme. If directed by the *Project Manager to do so,* the *Supplier* prepares the CEMP at an earlier time. An outline Environmental Management Plan is available from the *Project Manager*.

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

Supplier submits the CEMP to the *Project Manager* for acceptance prior to implementation. A reason for not accepting a CEMP is that it does not realistically reflect timing requirements, e.g. sufficient time for archaeological or Historical England requirements, or it does not allow the *Supplier* to Provide the Works in accordance with the Scope.

The *Supplier* reviews and updates the CEMP as necessary to ensure that it continues to ensure the satisfactory progress of the Scheme with respect to environmental management and mitigation.

Handover Environmental Management Plan

Interim Advice Note (IAN) 183/14 provides guidance on the requirements of the Handover Environmental Management Plan (HEMP) (see link at Annex A).

The *Supplier* prepares a HEMP prior to Completion of the *works* or any section of the *works* besides aftercare/management of landscape works. This covers the activities required to ensure the effective long-term management of environmental matters associated with the operation of the works. The *Supplier* liaises with the appropriate statutory bodies and local authorities and incorporates their requirements. The *Supplier* submits the HEMP to the *Project Manager* for acceptance prior to implementation. A reason for not accepting a HEMP are that

- it does not allow the *Supplier* to Provide the Works in accordance with the Scope, or
- it does not realistically reflect timing requirements, e.g. sufficient time for archaeological, European Protected Licence (EPL) or Historic England requirements,
- the outcome of a statutory process (i.e. Development Consent Order (DCO) permission granted), or
- any non-statutory outcome (e.g. Environmental Assessment Report (EAR) determining the project does not require a statutory Environmental Impact Assessment/ES).

S208 Site waste management plan

In order to reduce the need for waste disposal, the *Supplier* minimises the generation and environmental impacts of wastes arising during the *works* and maximises opportunities for the re-use and recovery of wastes. The *Supplier* produces and maintains a site waste management plan which complies with IAN 183/14 (see link at Annex A).

The *Supplier* makes any necessary applications to the local authority and/ or the Environment Agency, under the terms of the Waste Management

Licensing Regulations 1994 (as amended), and the Town and Country Planning Act (1990) for the storage, treatment or disposal of wastes (see link at Annex A).

S209 Sustainable development requirements

In Providing the Works the *Supplier* complies with the *Client's* sustainable development strategy (see link at Annex A), which is to put sustainable development into practice by "…encouraging economic growth while protecting the environment and improving safety and quality of life" and demonstrates compliance with the ambitions of the Highways England development strategy.

The *Supplier* demonstrates cost effective investments allowing for resilience to future climate changes.

The *Supplier* ensures it plays its part in reducing the *Client's* carbon footprint by actively managing and reducing its greenhouse gas emissions and reporting via the *Client*'s Carbon Tool (see link at Annex A).

To meet the *Client's* ambitions for responsible sourcing the *Supplier* demonstrates the environmental, social, safety and legal credentials of goods and services procured in an action plan for responsible sourcing. This includes, but not be limited to, measures for complete traceability and transparency, legal origin, zero tolerance for bribery and corruption, and reduced environmental and social impacts during manufacture, supply and use.

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

S210 Confidentiality

Within two weeks of a termination of the *Supplier*'s obligation to Provide the Works, the *Supplier* returns to the *Project Manager* any confidential or proprietary information belonging to the *Client* in the *Supplier*'s possession or control and deletes (and procures that any Subcontractor deletes) any electronic information or data held by the *Supplier* or any Subcontractor relating to the *Client* or the contract.

S211 Insurance

The *Supplier* is required to have in place the Required Insurances described in the Insurance table (see Annex B).

S212 Transparency

All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

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

S213 Conflict of interest

The *Supplier* does not take an action which causes a conflict of interest to arise in connection with the contract. The *Supplier* immediately notifies the *Project Manager* if it considers that a conflict of interest may exist or may arise.

The *Supplier* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) and procures that any subcontractor (at any stage of remoteness from the *Client*) notifies its employees, who are engaged in Providing the Works that they must not take an action which causes an actual or potential conflict of interest to arise in connection with the *works*.

The *Supplier* ensures that any employee of the *Supplier* or of any subcontractor (at any stage of remoteness from the *Client*) who is engaged in Providing the Works completes a declaration of interests and conflict of interest form (see link at Annex A). The *Supplier* issues to the *Project Manager* any completed declaration of interests and conflict of interest forms.

If there is any uncertainty about whether a conflict of interest may exist or arise, the *Supplier:*

- immediately notifies the *Project Manager*, and
- procures that any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Supplier.*

Following a notification from the *Supplier*, the *Project Manager* may:

- require the *Supplier* to stop Providing the Works until any conflict of interest is resolved, or

- require the *Supplier* to submit to the *Project Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the proposal is that it does not resolve the conflict of interest. The *Supplier* amends the proposal in response to any comments from the *Project Manager* and resubmits it to the *Project Manager* for acceptance. The *Supplier* complies with the proposal once it has been accepted.

S214 Anti Bribery and Anti Fraud

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

The *Supplier* complies with the Codes until Completion and with

- paragraph 4 of the *Client*'s Anti Bribery Code of Conduct and
- paragraph 3 of the *Client*'s Anti Fraud Code of Conduct

until 12 years after Completion.

The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Client)* contains provisions to the same effect as this section S214.

S215 Security and protection of the Site

No additional Part one requirements or constraints.

S216 Air quality strategy

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

In support the *Supplier:*

- ensures that any new vehicles purchased by it for use partly or wholly in Providing the Works comply with the minimum mandatory standards (detailed for central government departments) detailed in Government Buying Standards Transport 2017 (see link at Annex A),
- 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 *Supplier* helps reduce emissions of harmful pollutants when Providing the Works.

S220 Security and identification of people

Security Checks

The *Supplier* carries out a security check on its employees and subcontractors before they are involved in Providing the Works. The checks are carried out in accordance with the *Client*'s procedures (see link at Annex A).

S225 Protection of existing structures and services

No additional Part one requirements or constraints.

S226 Official Secrets Acts

The Official Secrets Act 1989 applies to the contract from the Contract Date until the *defects date*.

The *Supplier* notifies its employees and subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see link at Annex A).

S227 Information Systems

The *Client*'s Information Systems are:

- Xactium
- CRM
- CEMAR
- Business Collaborator
- Primavera
- PowerBI
- Oracle
- MS Dynamics 365
- Oracle Fusion
- AIRSWeb

or any revised systems notified by the *Project Manager* or introduced by the *Client*.

S228 Discrimination, bullying and harassment

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

In Providing the Works, the *Supplier* co-operates with and assists the *Client*

to satisfy its duty under the Discrimination Acts to

- eliminate unlawful discrimination, harassment and victimisation and any other conduct prohibited by the Discrimination Acts,
- advance equality of opportunity between people who share a protected characteristic and people who do not;
- foster good relations between people who share a protected characteristic and people who do not.

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

The *Supplier* notifies the *Project Manager* as soon as it becomes aware of any investigation or proceedings brought against the *Supplier* 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.

The *Supplier* ensures that any subcontract (at any stage of remoteness from the *Client)* contains provisions to the same effect as this section S228.

The *Supplier* complies (and ensures that any subcontractor complies) with the *Client's* policies relating to bullying and harassment. (see link at Annex A). If the *Project Manager* considers that the presence or conduct of any of the Staff at any location relevant to the performance of the *service* is undesirable or in breach of the *Client's* policies, the *Project Manager* instructs the *Supplier* to implement corrective action.

S230 Protection of the *works*

No additional Part one requirements or constraints.

S235 Cleanliness of roads

No additional Part one requirements or constraints.

S240 Temporary Traffic Management

Unless otherwise authorised by the *Project Manager*, traffic management measures which could cause traffic flows to be impeded or restricted are to be removed for the periods as set out below:

Bank Holiday Mondays

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

Easter

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

Christmas and New Year

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

Black Friday and Cyber Monday

Unless otherwise agreed by the *Project Manager*, key freight routes have no total closures and minimal lane closures in place. Traffic management to be removed before 06.00 on the morning of Black Friday and not reinstated before 00.01 on the Saturday following Cyber Monday. Key freight routes comprise: M1, M2, M20, M25, M3, M4, M42, M5, M50, M54, M56, M6, M62, M69, A1, A34, A43, A45/A46, A50, A5047 & A628.

Clashes with other work

The *Supplier* coordinates with OD and other delivery routes of Major Projects to avoid any traffic management clashes.

*note: "working day" means a weekday, but not a Saturday or Sunday. A "working day" includes Christmas Eve where it falls on a weekday.

The *Supplier* carries out temporary traffic management safety audits, applies lessons learned and checks and challenges proposals for compliance with

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

S245 Condition survey

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

As a minimum requirement, such roads, railways, buildings, structures, fields and the like require surveys to determine condition before and after the *works* are complete.

The *Supplier* does not enter land/property or contact the land/property owner without prior written agreement of the *Project Manager*.

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

S250 Consideration of Others

The *Supplier*

- registers the Site under the Considerate Constructor Scheme and
- complies with the Considerate Constructor Scheme's Code of Considerate Practice in Providing the Works and
- scores a minimum of 35 points following Considerate Constructor Scheme inspections.

S251 Customer service

The customer is any person or organisation that uses or is affected by Highways England's SRN, including, but not limited to:

- road users,
- communities and community groups,
- tenants and persons and organisations that lease from the *Client,*
- the public who use Highways England's SRN.

The *Client* has published an overarching Customer Service Strategy – Better Journeys and Better Conversations (see link at Annex A), which sets out the approach to improving works and services provided to its customers. The *Supplier* collaborates with the *Client* to support the successful delivery of this strategy. Key aspects of this strategy include

- consistently delivering the basics; working to manage delays and make journeys as stress free as possible,

- improving Highways England's service and network; being more effective in the way we operate, maintaining and improving Highways Engalnd's roads and
- developing Highways England's relationships with customers; building strong dialogue with customers and communities, providing information to help people make the best choices and understand the needs and expectations of the customer.

The *Supplier* notifies the *Project Manager* of any customer service issues and provides support in the mitigation of any negative consequences that could affect the delivery of the works or services or achievement of the aims and objectives in the Customer Service Strategy.

Customer correspondence and complaints

The *Supplier* deals with all correspondence and complaints received relating to the services provided in line with the *Client's* most recent policies and procedures, including the Corporate Complaints Process (see link at Annex A) and correspondence quality control guidelines. (see link at Annex A)

The *Supplier* accepts the *Client's* definitions, complies with the *Client's* policies and procedures, and to timescales outlined by the *Client* in relation to customer correspondence and complaints.

The *Supplier* maintains a record of all correspondence and complaints and the actions taken by the *Supplier* in relation to them. The record is retained by the *Supplier* for at least the previous six years and is available for inspection by the *Project Manager* at all reasonable times.

The *Supplier* provides any information that is needed to enable the *Project Manager* to prepare statements or responses to questions or issues raised by or on behalf of any customer. The *Supplier* provides such information within any time periods which may be imposed by the *Project Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If the *Supplier* cannot provide the required information to support the *Project Manager's* response, the *Supplier* immediate notifies the *Project Manager*, detailing the reasons.

The *Supplier* adheres to the *Client's* Customer Complaint Process (see link at Annex A).

Governance

The *Supplier* collaborates with the *Client* to create a customer plan which aligns with the network occupancy communications plan and defines

- all customer stakeholder groups

- communication channels and timings for each stakeholder,
- feedback protocols from customers.

Customer performance

The *Supplier* records performance against the customer and stakeholder performance metrics.

Audit and assurance

Following reasonable notice, the *Project Manager* conducts customer audits of the *Supplier*'s policies, procedures and practices at such times as required. The *Supplier* cooperates with such requests and provides all information requested by the *Project Manager*.

The *Project Manager* may suggest recommendation changes to the *Supplier*'s quality plan to improve customer service assurance. The *Supplier* implements these recommendations and provides responses to the *Project Manager* if these are not accepted.

S252 Customer focus

The *Supplier* implements the principles as set out in the *Client's* 'Roadworks A Customer View' (see link at Annex A). Alongside this, the dynamic roadworks vision (see link at Annex A) is an aspiration for Road Period (RP1) projects, with a view to achieving it by the end of Road Period 2 (RP2). The *Client* recognises a balance needs to be made with cost and time constraints. The *Supplier* does not deviate from implementing the principles set out in "Roadworks A Customer View" unless the deviation is accepted by the *Project Manager*.

The *Client* encourages the *Supplier* to innovate and challenge the conventions traditionally used to design and manage traffic to help deliver better outcomes on its network and for local communities affected by diversion routes.

S254 Equality, diversity and inclusion with employment and skills

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

Within three months of the *starting date* the *Supplier* confirms to the *Project Manager* the plan to demonstrate how it develops an iterative approach to supporting the *Client* in meeting its EDI objectives through the life of the

contract.

The *Supplier* prepares and submits to the *Project Manager* for acceptance an employment and skills plan. The employment and skills plan incorporate the actions at Scheme level included in the framework level *Supplier*'s Employment and Skills Plan (ESP).

The employment and skills plan is comprised of four sections

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

Section 1 - workforce planning and development data

This section includes as a minimum, analysis and reports on workforce planning and development data for the *Supplier*'s Scope. This analysis includes as a minimum

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

Section 2 – methodology

This section describes

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

Section 3 – statement of outputs

This section includes a statement of all outputs to be delivered as part of the plan. As a minimum these include

- accreditation as a National Skills Academy for Construction,
- improvement in its inclusive recruitment capability verified by a recognised inclusive recruitment specialist,
- the greater of either
  - i) one (1No.) apprenticeship for every £5,000,000 (five million GBP) included in the Price for Work Done to Date under the contract or
  - ii) 2.5% of the total workforce forecast to be or actually engaged on the contract is on a formal apprenticeship programme and
- quantification of each of the outputs scheduled in table 1 below, influenced by the needs of the Road Period and the context and how these will be delivered.

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

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

OUTPUT TYPE, PRIORITY & DEFINITION		
Output type	**Priority Area**	**Definition**
Worklessness		
Workless job start (26 weeks sustained)	✓	A new job start, sustained for at least 26 weeks, where the candidate was previously workless prior to being employed.
Workless graduate job start		A graduate job start where the candidate was previously workless
Apprenticeships		

OUTPUT TYPE, PRIORITY & DEFINITION		
Apprenticeship start	✓	A new employee of the *Supplier* and/or its suppliers throughout the tiers recruited as an apprentice into the workforce and enrolled on an approved Apprenticeship Standard relevant to the delivery of the *works*.
Existing apprenticeship		An existing member of staff who is enrolled onto an approved apprenticeship standard in order to up skill the workforce.
Job Creation		
Job start		A new job start for an individual recruited as a result of the contract. This could include a graduate job start (non workless).
Educational/Career Support		
Placement position		A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement.
Professional status attainment		Number of individuals supported to attain professional registration and status in agreed critical skills shortage disciplines at no cost to the individual. This includes registration at Technician, Incorporated and Chartered levels.
Sector skills qualifications attainment		Number of individuals supported to attain technical or occupational skills relevant to the delivery of the *works* at no cost the individual. This includes NVQs, Health and Safety qualifications, leadership qualifications.

OUTPUT TYPE, PRIORITY & DEFINITION		
School engagement		Education activities that enhance the reputation of the sector and support schools and school students by raising awareness of and interest in the educational and employment opportunities in the industry

The following output will assist the *Supplier* in achieving the objective

1. Shared training initiatives such as Shared Apprenticeship Schemes.

Section 4 – implementation Plan

The plan includes an action plan detailing

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

The plan details:

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

In relation to improving inclusive recruitment capability the plan must include

- how the *Supplier* proposes to review attraction and recruitment policies and procedures to ensure the eradication of practices that are discriminatory, create unfair conditions of employment or create unequal rates of pay that cannot be justified,
- how the *Supplier* proposes to identify and remove existing and potential barriers, as outlined in 'Recruiting for Success' (see link at Annex A), which result in disproportionate impacts at different stages of the recruitment process (job design, role descriptions, job adverts, application, shortlisting, interview and hire) whether by the *Supplier* or its supply chain (including recruitment/labour agencies),

- how the *Supplier* proposes engage in outreach activity and publicise vacancies to encourage applicants from a diverse range of groups. This should include how the *Supplier* will analyse the local demographic and work with relevant partners to ensure that employment opportunities contribute as effectively as possible to local economic growth and that the contract's workforce becomes increasingly reflective of the diverse communities served by the Road Period,
- how the *Supplier* proposes to quantitatively and qualitatively monitor and report on the effectiveness of its attraction, recruitment and promotion activity by protected characteristics,
- how the *Supplier* proposes to gain external verification from a recognised inclusive recruitment specialist of the inclusiveness of their recruitment practice,
- how the *Supplier* proposes to review and support each of its Subcontractors and sub-subcontractors to adopt and implement an inclusive attraction and recruitment policy and action plan in respect of their respective workforces engaged in the performance of the contract and
- how the *Supplier* collaborates with the *Client* and other suppliers to effectively share good practice, learn and improve the Road Period efficiency and performance in attracting and recruiting a workforce that reflects the diverse communities to be served by the Road Period.

The plan nominates an individual as employment and skills lead to

- be responsible for ensuring the implementation, on-going development of the ESP,
- ensure quarterly reports and information are provided as required,
- facilitate continuous improvement reviews,
- act as a single point of contact between the *Client*'s personnel on all matters concerning employment and skills for the *works*

The *Supplier* submits to the *Project Manager* for acceptance

- an annual report of the *Supplier*'s workforce planning and development data at a time and on a template issued by the *Project Manager*.

The *Supplier* facilitates the *Project Manager*, from time to time, in undertaking continuous improvement reviews of any and all information regarding the *Supplier*'s progress in delivering against the provisions of employment and skills requirements including:

a) ensuring that its partners and sub-contractors maintain and retain records relating to the employment and skills plan and their compliance within the provisions of the scope for the duration of the contract.

b) granting or procuring the grant of access to any

c) premises used in the Supplier's performance of this agreement, whether the Supplier's own premises or otherwise,

d) equipment (including all computer hardware and software databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations, wherever situated and whether the Supplier's own equipment or otherwise and

e) complying with the Client's reasonable requests for access to senior personnel engaged in the Supplier's performance of this agreement.

S256 Project Control Framework

The *Client* operates a Project Control Framework (PCF) (see link at Annex A) as part of its project management process. The PCF comprises a number of products relating to the life cycle of a project. These PCF products are produced, reviewed, updated or refined at various PCF Stages of the project life cycle. The *Supplier* is responsible for the production, review and revision of the PCF products as the project life cycle evolves.

PCF deliverables are developed in accordance with the current version of "The Project Control Framework Best Practice Planning and Consultation Process" (see link at Annex A). The *Supplier* ensures the product is proportional and meets the content and quality criteria specified in "The Project Control Framework Best Practice Planning and Consultation Process" guidance document prior to issue for review. The *Supplier* engages with the appropriate product owner/specialists in line with the PCF best practice guidance.

The *Supplier* liaises with the *Project Manager* to ensure appropriate staff receive mandatory PCF training.

<u>Project Governance</u>

The *Supplier* provides supporting information and resources, as required, to assist the *Client* with the relevant PCF Stage gate assessment reviews, Independent Assurance Reviews (IARs) and Investment Decision Committee (IDC) processes for the Scheme. Refer to the Stage Management Plan product for assistance as this should already clearly identify which PCF products are relevant to your specific project or programme, what level of

detail and complexity the products need to go in to, who needs to be involved in their development and review and when they need to be produced.

S260 Control of *works*

No additional Part one requirements or constraints.

S265 Site cleanliness

The *Supplier* removes Plant and Materials from the Working Areas (with the *Project Manager*'s permission) when they are no longer needed to Provide the Works.

S270 Waste materials

No additional Part one requirements or constraints.

S271 Equipment, Plant and Materials

No additional Part one requirements or constraints.

S285 Continual improvement / lean

The *Supplier* operates processes for delivering innovation and continual improvement / lean following the guidance in ISO 9004 (see link at Annex A) and set out in the continual improvement / lean procedure (see link at Annex A).

S290 Category management

A Category Purchase Agreement is a framework agreement between the *Client* and a Category Supplier for the purchase of materials, works or services for use across the *Client*'s business.

A Category Supplier is a supplier who enters into a Category Purchase Agreement with the *Client*.

The *Supplier* enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works where a Category Purchase Agreement exists.

The *conditions of contract* between the *Supplier* and a Category Supplier are those set out in the Category Purchase Agreement and the *Supplier* does not change them unless the *Client* agrees.

The *Supplier* liaises with the *Project Manager* to identify and plan a programme that allows a Category Supplier procurement and associated governance procedures to be incorporated within the Accepted Programme.

The *Supplier* manages the process for entering into a contract with a Category Supplier in accordance with the Framework Information for the relevant Category Purchase Agreement.

The *Supplier* provides full visibility to the *Project Manager* of the process for entering into a contract with a Category Supplier.

The *Supplier* is encouraged to utilise all Category Management communities' commitment to support the development of Schemes at Stage One (Early Supplier Involvement X22).

The *Supplier* co-operates with the *Project Manager* and Others (any other suppliers who enter into contracts with a Category Supplier) in forecasting demand for materials, works or services related to a Category Purchase Agreement.

The *Supplier* remains responsible for Providing the Works and for the quality of any materials, works or services supplied by a Category Supplier as if it had supplied them itself.

Prior to entering into a contract with a Category Supplier, the *Supplier* may request the *Client*'s agreement to use an alternative supplier if the *Supplier* considers that it offers better value to the *Client* and aligns with the *Client*'s strategy for category management (see link at Annex A).

The *Supplier* ensures that a Subcontractor enters into a contract with a Category Supplier pursuant to a Category Purchase Agreement for the purchase of materials, works or services needed to Provide the Works.

The *Supplier* ensures that the *conditions of contract* between the Subcontractor and the Category Supplier are those set out in the Category Purchase Agreement and that the Subcontractor does not change them unless the *Client* agrees.

The list of categories is contained in CM Framework information (see link at Annex A).

For technology categories the *Supplier* enters into a contract with a Category Supplier for the procurement and installation of roadside technology, pursuant to the Category Purchase Agreements. The primary technology Category Purchase Agreement is with the Crown Commercial Service, the Traffic Management Technology 2 Framework (TMT2).

S295 Recovery services

The *Supplier* uses Appendix 1/20 of the Manual of Contract Documents for Highway Works (MCHW). (see link at Annex A).

The *Supplier* invites competitive tenders from a minimum of 3 potential Subcontractors, including the *Client's* Vehicle Recovery 2 contractor.

S298 Behavioural attributes

In Providing the Works the *Supplier* performs in accordance with the

Client's Behavioural Maturity Framework (BMF) based on industry best practice, to ensure that these behavioural attributes are embedded and implemented by both direct employees and those in the supply chain on the Scheme.

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

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

The BMF is a tool that supports Highways England's Collaborative Relationships strategy and is being implemented to support and evolve the industry's collaborative relationships away from immature behaviours that lead to negative and damaging consequences to mature behaviours that enable better performance and outcomes for all (see link at Annex A).

S299 Strategic Alignment Review Tool (StART)

In Providing the Works the *Supplier* performs in accordance with the *Client*'s StART principles. (see link at Annex A).

S300 *Supplier*'s design

S305 Design responsibility

No additional Part one requirements or constraints.

S310 Design submission procedures and acceptance criteria

The *Supplier* submits Stage One design submissions in accordance with the procedures and acceptance criteria in the relevant products in the Project Control Framework.

S315 Design approvals from Others

No additional Part one requirements or constraints.

S320 *Not used*

S325 Design co-ordination

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

S330 Requirements of Others

No additional Part one requirements or constraints.

S335 Using the *Supplier*'s design

No additional Part one requirements or constraints.

S345 Access to information following Completion

No additional Part one requirements or constraints.

S400 Completion

S405 Completion definition

The work to be done by the Completion Date for the whole of the *works* is all the work required by the contract with the exception of any of the *work*s listed in Part two that are to be completed after the Completion Date.

Completion is achieved once the *Supplier* has completed all works required, and the Scheme is handed to the *Client*'s maintenance provider. Details of the specific maintenance provider are provided by the *Project Manager* at request of the *Supplier*.

Achieving Completion requires the following activities to be complete and formally accepted by the *Project Manager*. Please note that the *Client* is continually improving and updating its systems and processes and the following list may be subject to amendment during the duration of the contract

- Health and Safety File – the *Supplier* provides a completed Health and Safety File as required under the Construction (Design and Management) Regulations 2015,
- As Built Drawings – as defined within the Construction (Design and Management) Regulations 2015, the *Supplier* submits all drawings prior to Completion,
- DMRB Volume 9, TD 71/16 – MCH 1349 – the *Supplier* complies with the requirements in relation to handover documentation for Technology Maintenance, Instruction, Operational and Maintenance Requirements for Technology Systems and Equipment, spares,

routine maintenance schedule, etc. all as defined in MCH 1349,

- Databases – The Supplier confirms that all *Client*'s systems which require updating are populated and/or updated prior to Completion. These include the following systems. Other systems may be notified to the *Supplier* prior to Completion and the *Supplier* updates all systems notified by the *Project Manager*
    - IAM IS – Integrated asset management information system (IAM IS),
    - HAPMS – Highways Pavement Management System,
    - HADDMS – Highways Drainage Data Management System,
    - HAGMS – Highways Geotechnical Data Management System,
    - EnvIS – Environmental Information System – EnvIS,
    - NOMS – Network Occupancy Management System (NOMS),
    - SMIS – Structures Management Information System,
- Snagging list / outstanding issues – a comprehensive snagging list must be produced and provided to the *Project Manager*. This list must have been signed by the *Supplier*, the *Client*'s Asset Manager and maintenance contractor to confirm acceptance of the outstanding issues. The *Project Manager* confirms the individuals who are approved signatures to achieve Completion.

S410 Sectional Completion definition

If there is sectional Completion, the work to be done by the sectional Completion Date for a *section* of the *works* is all the work included in the *section* with the exception of any parts of the *section* listed in Part two.

S415 Training

No additional Part one requirements or constraints.

S420 Final clean

No additional Part one requirements or constraints.

S425 Security

No additional Part one requirements or constraints.

S430 Correcting Defects

No additional Part one requirements or constraints.

S435 Pre-Completion arrangements

The *Supplier* prepares a detailed Commissioning and Handover Plan which addresses the *Client*'s requirements for take over and Completion. This Plan is issued to the *Project Manager* and to Others as instructed by the *Project Manager*, for acceptance.

When the *Supplier* considers that a part of the *works* is complete and ready to be taken over by the *Client*, the *Supplier* signs the statement on the taking over certificate (see link at Annex A), obtains the signature of the Authority responsible for the future operation of that part of the *works*, and submits it to the *Project Manager* for certification of take over.

S440 Use of the *works*

No additional Part one requirements or constraints.

S445 Documents

The *Supplier* provides the documents for the *Client* to take over the *works* at the time required by and in accordance with Highways England current procedures.

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

The *Supplier* delivers to the *Project Manager* on Completion the final 'deliverable' version of any data in the format set out in Part two.

The *Supplier* returns the Scope or any other material relating to the *works* to the *Project Manager* at the *defects date.*

S450 Handover between suppliers

No additional Part one requirements or constraints.

S500 Programme

S505 Programme requirements

The *Supplier* produces and supplies to the *Project Manager* a detailed project schedule, in Primavera P6 format, identifying all key milestones, the critical path, statutory process milestones, start of *works*, construction phase durations and a date for Open for Traffic (OfT). This is the baseline programme when initially provided.

The *Supplier* liaises with all relevant Highways England directorates, and undertakes discussions with other stakeholders, as agreed with the *Project Manager*, to help the development of the Scheme including, but not limited to; relevant Local authorities and other local groups, emergency services, affected landowners and affected businesses, statutory environmental bodies

and other organisations. Any outcomes from any such meetings are fully reflected within the next Accepted Programme.

The *Supplier* agrees the attendance at all meetings with the *Project Manager*. The *Supplier* does not attend meetings without Highways England representation, unless otherwise agreed with the *Project Manager*. This applies to meetings with both internal and external stakeholders. The *Supplier* establishes and documents the terms of reference for each meeting.

S510 Methodology statement

No additional Part one requirements or constraints.

S515 Work of the *Client* and Others

No additional Part one requirements or constraints.

S520 Information required

No additional Part one requirements or constraints.

S525 Revised programme

No additional Part one requirements or constraints.

S600 Quality management

S605 Quality management system

No additional Part one requirements or constraints.

S610 Quality policy statement and quality plan

The quality plan incorporates the commitments register and is sufficiently detailed to demonstrate how the *Supplier* achieves each of the commitments in the commitments register and meets the *Client'*s objectives for the contract.

The quality plan incorporates the latest plans, strategies and reports produced as Package Early Order mobilisation planning and delivers the Scheme in accordance with those plans, strategies and reports.

The *Supplier* keeps a controlled copy of the quality plan available for inspection at all times by the *Project Manager*.

S615 Samples

No additional Part one requirements or constraints.

S620 Standards and procedures

No additional Part one requirements or constraints.

S660 Audit, nonconformities and quality management points

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

The *Project Manager* may carry out audits of the *Supplier*'s quality management system from time to time. The *Supplier* allows access at any time within working hours to any place where it or any subcontractor (at any stage of remoteness from the *Client*) carries out any work that relates to the contract for the *Project Manager* to carry out audits, to inspect work and materials and generally to investigate whether the *Supplier* is Providing the Works in accordance with the contract. The *Supplier* provides all facilities and assistance necessary to allow such audits and inspections to be carried out.

Additional audits may be carried out when the number of Quality Management Points in effect exceeds 35 (the Threshold Level). The *Project 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.

Within two weeks following notification of a nonconformity as defined in ISO 9000, the *Supplier* submits to the *Project Manager* for acceptance a plan setting out the corrective and preventative action that it proposes to take to deal with the nonconformity.

Within one week of the *Supplier* submitting the proposed action plan, the *Project Manager* either accepts the proposal or notifies the *Supplier* of its reason for not accepting it. A reason for not accepting the proposed action plan is that

- it does not specify the 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.

If the *Project Manager* does not accept the proposed action plan, the *Supplier* submits a revised proposal to the *Project Manager* for acceptance within one week.

If the *Supplier* fails to comply with its quality management system, the *Supplier* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table in Annex A (see link at Annex A). The number of Quality Management Points is reduced in accordance with the quality table.

If the *Supplier* fails properly to accrue Quality Management Points, the *Project Manager* instructs the *Supplier* 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 *Project Manager*'s instruction.

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

S700 Tests and inspection

S705 Tests and inspections

No additional Part one requirements or constraints.

S710 Samples

No additional Part one requirements or constraints.

S715 Management of tests and inspections and provision of samples

No additional Part one requirements or constraints.

S720 Covering up completed work

No additional Part one requirements or constraints.

S725 *Supervisor*'s procedures for inspection and watching tests

No additional Part one requirements or constraints.

S730 Performance measurement

No additional Part one requirements or constraints.

S735 Defects

Following notification of a Defect, the *Supplier* submits to the *Project Manager* for acceptance the corrective and preventative action that it proposes to take to deal with the nonconformity. The *Supplier* does not take action to deal with the nonconformity until the *Project Manager* has accepted its proposals.

Within one week of the *Supplier* submitting the proposed corrective and preventative action to it for acceptance, the *Project Manager* either accepts the proposal or notifies the *Supplier* of its reason for not accepting it. A reason for not accepting the proposed action is that

- it will not prevent the nonconformity recurring or
- it does not comply with the Scope.

If the *Project Manager* does not accept the proposed action, the *Supplier* submits a revised proposal to the *Project Manager* for acceptance within one week.

The *Supplier* 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.

The *Supplier* notifies the *Project Manager* when the proposed actions have been taken and provides with its notification verification that the defective part of the *works* has been corrected.

S800 Management of the *works*

S805 Project team – Others

The *Supplier* actively manages the *works* and the integration of the *works* with activities of the *Client* and Others involved in the delivery of the Roads Period.

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

S810 Communication system

The *Supplier* uses the relevant system as listed in S227 or any other system identified by the *Project Manager*.

S815 Management procedures

No additional Part one requirements or constraints.

S820 *Supplier*'s application for payment

No additional Part one requirements or constraints.

S825 Commissioning report

The *Supplier* submits to the *Project Manager*, for acceptance, a commissioning report structure within four (4) weeks of the *starting date* for acceptance.

S831 Provision of cost information

A Work Breakdown Structure (WBS) is prescribed by the Client for each Scheme PCF Stage. The Supplier submits quotations, financial and commercial information, including Earned Value Management (EVM) performance using this WBS for Design and Construction (see link at Annex A).

The *Supplier* provides EVM performance against a standard WBS specified by the *Client* through the provision of the 'Commercial Reporting and Monitoring System' (CraMS) return (see link at Annex A).

From the *starting date* until Completion of the whole of the *works*, the *Supplier* provides a verified monthly CraMS return, using the current version or any replacement, to the *Project Manager* and Performance Intelligence team on the last working day of each reporting period, as specified by the *Client*.

The *Supplier* arranges for its Subcontractors to make financial submissions in the same format.

S832 Provision of Price Information

The outline requirements for cost capture are detailed below

The *Supplier* provides the following data

- a bill of quantities structured and coded to the latest WBS with a six-column split (staff, labour, plant and materials, equipment, subcontract and other) (see link at Annex A),
- resource rate build ups and schedules,
- subcontractor comparison sheets,
- full set of successful Subcontractors' quotations,
- a summary of all successful Subcontractors' quotations on a template provided by the *Project Manager,*
- Clause 31 programme in P6 format ".xer" (or equivalent) and in .pdf format,
- full set of drawings used to price the Scheme,
- completion of Scheme characteristics template provided by the *Project Manager,*
- priced *Supplier's* SGAR 5 risk register,
- Gantry schedule, where appropriate,
- fully Priced file in 'Candy / Causeway' software original format and
- estimating output worksheet download detailing labour, plant, material and waste productivity.

Data to be supplied by the *Supplier* after the issue of a notice to proceed to Stage Two includes

- initial order values for the order placed with Subcontractors, summarised against the original quotation on the template provided and
- final outturn costs and the value of any change events summarised by Subcontractor against the original subcontract order.

S833 Invoicing

The *Supplier* includes on its invoices the requisition number and, where appropriate, the purchase order number. The *Supplier* submits with each invoice such records as the *Client* requires.

The *Supplier* provides a WBS breakdown of the invoice in the format required by the *Project Manager* (see link at Annex A).

S835 Data collection system

The *Supplier* captures all costs within a data collection system identified by the *Client* in WBS format as a minimum on the Scheme in respect of applications for payment (see link at Annex A).

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

If at any point the *Client's* minimum requirements for data collection systems are not being met and consequently the *Client* has a concern with the financial controls being operated by the *Supplier* or its supply chain, the *Client* gives formal notice to the *Supplier*.

S836 Provision of electronic documents and data

If information is to be exchanged electronically, the *Supplier* complies with the *Client's* procedures (see link at Annex A) for safeguarding the connection and the format of transmitted data.

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

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

S837 Disclosure of information

The *Supplier* acknowledges that the *Client* may receive Disclosure Requests and that the *Client* may be obliged (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a Disclosure Request. Where practicable, the *Client* consults with the *Supplier* before doing so in accordance with the relevant Code of Practice. The *Supplier* uses its best endeavours to respond to any such consultation promptly and within any deadline set by the *Client* and acknowledges that it is for the *Client* to determine whether or not such information should be disclosed.

When requested to do so by the *Client*, the *Supplier* promptly provides information in its possession relating to the contract and assists and so-operates with the *Client* to enable the *Client* to respond to a Disclosure Request within the time limit set out in the relevant legislation.

The *Supplier* promptly passes any Disclosure Request which it receives to the *Client*. The *Supplier* does not respond directly to a Disclosure Request unless instructed to do so by the *Client*.

A Disclosure Request is a request for information relating to the contract received by the *Client* pursuant to the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or otherwise.

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

The *Supplier:*

- co-operates with and assists the *Client* to comply with its obligation to publish information in accordance with PPN 01/17 or any later revision,
- agrees with the *Client* a schedule for the release to the public of information relating to the contract in accordance with the terms of the PPN,
- provides information to assist the *Client* in responding to queries from the public as required by the PPN, and
- supplies the Client with financial data relating to the contract in the form and at the times specified in the PPN.

S838 Information security

The *Supplier* collects the following personal data on behalf of the *Client*:

- contact details of people involved as *key persons* and stakeholders.

When processing personal data on behalf of the *Client*, the *Supplier* complies with the following requirements.

The *Supplier* complies with the *Client's* security policy and procedures, set out in the documents "Statement of Highways England IT Security Policy" and Chief Information Officer Memos 01/09, 04/08 and GDPR Supplier Letter (see links at Annex A).

S839 Data handling requirements

The *Supplier* complies with the *Client*'s data handling policy when working on the *Client*'s systems or handling the *Client*'s data (see link at Annex A).

When processing personal data on behalf of the *Client*, the *Supplier* submits a security plan to the *Project Manager* for acceptance that complies with the requirements of ISO/IEC27001 and ISO/IEC27002 (see link at Annex A).

A system on which the *Supplier* holds any *Client*'s data, including back-up data, is a secure system that complies with the security policy.

S840 Customer Relationship Management

The *Client* operates Customer Relationship Management (CRM) systems for managing all stakeholder and customer correspondence, using MS Dynamics 365. The *Supplier* uses the *Client's* CRM tool in managing all stakeholder and customer correspondence.

The *Supplier* liaises with the *Project Manager* to ensure appropriate staff receive CRM training.

S843 Training

The *Client* provides training for all systems listed in S227.

The *Supplier* proposes a list of appropriate staff to be trained for each requirement for acceptance by the *Project Manager*. The *Supplier* liaises with the *Project Manager* to programme the training to optimise efficiencies.

S845 Meetings

The *Supplier* will operate in accordance with its scheme management plan.

S851 Reporting: Small and Medium Enterprises

25% target. For each Small and Medium Enterprises (SME) employed on the contract, as defined in Annex A (see link at Annex A), the *Supplier* reports to the *Client* each quarter from the *starting date* until Completion and at the *defects date*

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

The *Supplier* acknowledges that the *Client* may

- publish the information supplied under the section, along with the *Supplier*'s name and the name of the framework contract or the contract and
- pass the information supplied under this section S851 to any Government Department who may then publish it along with the names

of the SMEs, the *Supplier*'s name and the name of the framework contract or the contract.

The *Supplier* 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 S851 and
- obligations substantially similar to those set out in this section S851.

The *Supplier* further ensures that the *conditions of contract* for each Subcontractor include a requirement that the *conditions of contract* for any subcontractor engaged by the Subcontractor who is an SME include obligations substantially similar to those set out in this section S851.

S855 Personnel

The *Supplier* complies with the *Client's* personnel security procedures (see link at Annex A).

S860 Communications

The *Supplier* catalogues and indexes all documents and communications. The *Supplier* must put into action the accepted communications plan.

The *Supplier* uses a wide range of channels to inform customers of road closures and or lane closures to timescales as outlined in the *Client*'s network occupancy requirements, including the times and dates of the closure, unless otherwise agreed by the *Project Manager*. These include roadside signage during planned roadworks, roadside signage to provide advance notice of intended roadworks, publicity material at service areas, petrol filling stations, seaports and airports, press releases and dialogue with broadcast media, publicity campaigns, local authority briefings, information notices to emergency services and breakdown services, use of existing Highways England Variable Message Signs, use of strategically placed Portable Variable Message Signs and use of Journey Time Recognition System.

The *Supplier* works collaboratively with all stakeholders to avoid closure clashes to ensure that alternative routes remain available for use by road users. Closures on routes regularly used by high impact economic customers are managed carefully to maintain delays to a minimum.

The *Supplier* prepares a traffic management communications plan in advance of the start of planned works in which key messages, communication channels and target audiences are identified, and which sets out the processes and procedures for communications. A contingency traffic

management communications plan for incidents and emergencies is also prepared for roll out.

The *Supplier* engages with the local and wider community, including businesses, to listen to their views and concerns and formulate solutions on an ongoing basis as part of the traffic management approach.

Public communications

The *Supplier* discusses and seeks approval from the *Client* before any corporate communications or publicity activity is undertaken by the *Supplier* on behalf of the *Client*.

The *Supplier* keeps the *Client* informed of any significant community issues and any public meetings being held to discuss major projects issues.

The *Supplier* liaises with the *Client* before accepting any invitations to appear at public meetings or events related to work being undertaken on behalf of the *Client*.

Where required, the *Supplier* works with the *Client* to create specific communication plans. The objectives and outcomes of the plan(s) are set by the *Client.*

The *Supplier:*

- populates and maintains the *Client*'s Customer Relationship Management system for the Scheme, to set out and record engagement and progress with key stakeholder groups for the Scheme, and
- is committed to regular and open communication with the *Client* and its internal / external stakeholders.

<u>Branding, Marketing, and Publicity</u>

The *Supplier* complies with 'Highways England's visual identity specifications.

- Highways England's visual identity specifications: What you need to know'; (see link at Annex A) and
- 'Writing with style: Highways England's tone of voice and style guide' (see link at Annex A).

The *Client*'s branding is present on all Scheme related materials.

The *Supplier* assists with regular information updates for the *Client*'s websites. The *Supplier* does not set up independent websites or develop independent logos or branding for the *Client*'s major projects.

The *Supplier* undertakes information and communications activity as is required, while observing any spending or operational restrictions in force at that time.

The *Supplier* develops a plan for the extent of communication and publicity and submits to the *Project Manager for acceptance.*

Programme and scheme communication plans make use of existing approved material, so far as is practicable.

S861 Public consultation

The *Supplier* supports the *Client* through the public consultation and

- submits to the *Project Manager* for acceptance a document which explains the aims, deliverables, timeframes and required outcomes of any consultation activity in conjunction with the *Client*'s Project Control Framework deliverables (see link at Annex A),
- adopts and commits to the guidance and best practice principles outlined below when producing consultation documentation or delivering consultation activities,
    - UK Government (Cabinet Office) – Consultation Principles (2016) (see link at Annex A),
    - the Consultation Institute – The Consultation Charter (2017) (see link at Annex A), and
    - Royal Town Planning Institute – Guidelines on Effective Community Involvement and Consultation (2007) (see link at Annex A),
- obtains the appropriate *Client* communications strategy and plan in relation to the Scheme and ensures that any consultation activity is delivered in accordance with it,
- contributes to stakeholder identification, mapping and communications planning activities in order to target and communicate with stakeholders to ensure that all those who wish to have their say on a consultation are enabled to do so and are aware of the ways they can respond,
- completes regular reviews during a period of consultation, to enable alterations to be made to any part of consultation activity, with the agreement of the *Project Manager*,
- advises the *Project Manager* on the best forms of engagement to use, in particular, recognised methods such as questionnaires, focus groups and information events, in order to increase the number of consultation responses received from a wide and representative sample of identified target stakeholders as part of consultation,

- ensures that any statutory consultation and stakeholder engagement processes are followed in accordance with the Highways Act 1980 and Planning Act 2008,
- ensures that any questionnaire produced as part of consultation contains easy to understand questions that, when completed, provide data that is beneficial to informing decisions made on a Scheme,
- understands, or has access to expertise to provide guidance on, the legal issues surrounding public consultation and the process of judicial review,
- completes a full evaluation of consultation delivery to contribute to *Client* lessons learnt processes and the development of best practice standards,
- when planning a strategy to engage with diverse or 'seldom heard' (often referred to as hard to reach) groups, to enable proactive and positive engagement and promotion of consultation activity the *Supplier*
    - produces engagement method recommendations for the *Project Manager*, identifying and leveraging any existing relationships with key stakeholders such as local authorities, public agencies and Local Strategic Partnerships,
    - gives consideration to the changing socio-demographics of communities impacted by a Scheme, e.g. emerging communities, and accesses up to date data, drawn from a range of internal and external sources and
    - allows for reasonable adjustments to be made, including the provision of information in alternative formats e.g. larger print, easy read or the provision of language interpretation where required,
- keeps accurate records of all interactions with stakeholders using the *Client*'s CRM ICT system and must notify the *Project Manager*, requesting further advice and guidance, of any interaction with a stakeholder that carries the potential of reputational risk to the *Client*,
- ensures that all documents follow *Client* templates and guidance, where available, and adhere to Highways England tone of voice and style guide,
- provides a variety of consultation feedback mechanisms to allow consultees to respond to consultations i.e. postal, online and e-mail response channels and provides a reasonable amount of time for people to respond to the consultation using these channels,

- ensures that all consultation responses are used to inform decisions made by the *Supplier* or *Client* or on a Scheme,
- provides feedback, including *Client* feedback, to those that have been consulted during/responded to consultation outlining how their responses have been used to influence final Scheme proposals within 12 weeks of the closing date or a consultation or explain why this has not been possible,
- produces a post consultation report that is, comprehensive, accurate, free from bias and based on fair interpretation of consultation responses and is made available to the *Project Manager* for consideration so that decision makers can consider it thoroughly as part of Scheme milestones,
- ensures that all local communities affected by a Scheme proposal have access to an event within their locality, and that specialist engagement staff are made available to discuss the proposal with the general public,
- ensures that all staff attending a consultation event are provided with appropriate training and support to provide staff with knowledge on Scheme, event management and communication skills,
- completes appropriate risk assessments, working with *Client* health and safety representatives, to ensure sufficient levels of security, welfare and wellbeing for all staff attending a consultation event,
- takes account of best practice for the provision of special facilities required by disabled and other disadvantaged groups at consultation events and when producing consultation materials,
- works with key stakeholders including, Highways England Public Consultation, communications and Public Affairs teams as well as local authorities, public agencies and Local Strategic Partnerships to exchange information about planned consultations,
- implements processes to ensure that any activity in relation to public consultation adheres to The Equality Act (2010), The Data Protection Act, Environmental Information Regulations and Highways England Public Sector Equality Objectives (2016-2020) and
- exploits new technology and encourages innovation when delivering consultation activity.

S900 Working with the *Client* and Others

S905 Sharing the Working Areas with Others

No additional Part one requirements or constraints.

S910 Co-operation and Co-ordination

The *Supplier* considers joint approaches to Operations Division (OD) with schemes in the same region, wherever possible.

The *Supplier* provides a programme to OD of its Stage Gate Assessment Review (SGAR) and PCF timescales.

The *Supplier* co-ordinates with Local Highway Authorities to ensure roadwork clashes are prevented.

The *Supplier* programmes *works* in a manner that minimises the impact on the customer, working in conjunction with Major Projects (MP) and OD.

The *Supplier* programmes any PCF product review requests at least 6 weeks in advance and ensures that all programmed dates are met.

The *Supplier* integrates design, supply, construction and operational specialists to work alongside each other, developing integrated solutions.

The *Supplier* integrates teams to encourage information sharing, communication and concurrent working.

The *Supplier* provides integrated information and communicates openly with the *Client* and other Suppliers through the Centres of Excellence, continuously shares lessons learnt and achievements and enables embedded learning.

The *Supplier* 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*.

S920 Authorities and utilities providers

No additional Part one requirements or constraints.

S925 Deed of Novation

Where a deed of novation is required (see Z5.2), the form of novation agreement is set out in Annex A.

S1000 Services and other things to be provided

S1005 Services and other things provided by the *Supplier* for use by the *Client*, *Project Manager*, *Supervisor* or Others

No additional Part one requirements or constraints.

S1010 Services and other things provided by the *Client*

No additional Part one requirements or constraints.

S1100 Health and safety

S1105 Health and safety requirements

No additional Part one requirements or constraints.

S1106 Management of health and safety

No additional Part one requirements or constraints.

S1107 *Supplier*'s health and safety management system

The *Supplier*

- operates a formal health, safety and environmental management system complying with OHSAS 18001. This includes the operation of health and safety management systems, health surveillance and the development of a safety profiling system capable of being easily monitored,
- documents the systems and fully and effectively implements the systems prior to the *access date*,
- develops its health and safety systems to provide consistency of approach and interoperability, ensuring activities such as health and safety site induction is consistent allowing seamless movement of workers between different sites and
- interfaces and aligns with the *Client's* health and safety systems, policies, procedures and requirements.

The health and safety systems form part of the *Supplier*'s quality plan.

S1108 Subcontractor's health and safety systems

The *Supplier* ensures that any Subcontractors (at any stage of remoteness from the *Client*) have formal health and safety systems which fulfil the requirements set out above.

The *Supplier* submits a copy of the Subcontractor's management plan to the *Project Manager* for acceptance prior to commencement of the relevant *works* or subsequent appointment of the Subcontractor. A reason for not accepting the plan is that it is not considered adequate.

S1111 Action to rectify breaches

The *Project Manager* notifies the *Supplier* if, in the opinion of the *Project Manager*, the *Supplier* is Providing the Works in a manner which constitutes a breach of any statutory legislation or is not satisfactory for any of the following requirements

- the *Supplier*'s management system,
- the Subcontractor's management system or
- the *Client*'s Health and Safety Management System.

Where the *Supplier* has been advised by the *Project Manager* of a breach, the *Supplier* corrects the situation by the date specified by the *Project Manager*.

The notification by the *Project Manager* includes the breach or breaches identified by the *Project Manager* and outlines the minimum necessary steps required of the *Supplier* to rectify the breach or failure to Provide the Works in a satisfactory manner.

S1112 Health and safety culture

The *Supplier*

- operates 'behavioural safety improvement schemes', and
- participates in the European Week of Safety and Health initiatives.

S1113 Health and safety – exchange of information

The *Client* provides

- information to the *Supplier* to enable the works to be performed in a safe manner and
- a copy of the *Client*'s health and safety policies, procedures, and guidance notes (see link at Annex A).

The *Supplier* provides information in a manner and form specified by the *Project Manager*.

S1114 Asbestos

Where the *Client* knows asbestos to be present in any premises, the *Project Manager* supplies information to the *Supplier* to enable work to take place safely in accordance with the Control of Asbestos at Work Regulations and the relevant Highways England standards and guidance documents.

Asbestos surveys and removal of asbestos is by Others where required.

In the event that asbestos containing materials are required to remain in place, the *Supplier* ensures that the *works* are carried out safely and complies with the provisions of Control of Asbestos at Work Regulations (see link at Annex A).

S1115 Health and safety advice

No additional Part one requirements or constraints.

S1116 Health and safety inspections

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

S1117 Health and safety in construction

No additional Part one requirements or constraints.

S1118 Incident investigation, reporting and follow-up

The *Supplier* complies with the *Client's* Chief Highway Engineer's (CHE) Memorandum 415/18-Incident Reporting Standard, CHE Memorandum 373/16-Highways England Supply Chain Health & Safety Incident Reporting (Clarification) and the Interim Advice Note (IAN) 128/15Ar-Highways England Supply Chain Health and Safety Incident Reporting or their later update or replacement and the reporting periods detailed therein. If no time period is specified, the *period of reply* applies. (see links in Annex A).

The *Supplier* informs the *Project Manager* of any incident not within the remit of the above documents and reports the incident as if the incident was in the defined reportable remit.

The *Project Manager* has the right to investigate any incidents wherever they may occur.

The *Supplier* provides the *Project Manager* with unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Supplier* and the Subcontractors for this purpose (subject to any statutory or contractual obligation prohibiting this access).

The *Supplier* provides a copy all documents related to an incident to the *Project Manager*. Any document that otherwise falls to be disclosed by the *Supplier* to the *Project Manager* may be withheld by the *Supplier* provided the *Supplier*'s legal advisor confirms to the *Project Manager* that the document is

- a confidential communication between the *Supplier* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors normally expect to be given legal privilege in the normal course of its business with the *Supplier,* or
- a confidential communication between the *Supplier* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated,

pending or actual litigation in adversarial proceedings (as opposed to investigations or fact-finding inquiries).

On receipt of a notification of an incident the *Supplier*, in line with the *Client*'s standards, determines if a formal investigation is required, and if required follows the notification, investigation and reporting procedures.

Nothing prevents the *Supplier* from carrying out its own investigation of an incident, and in such cases, the *Supplier* provides a copy of its completed incident report to the *Project Manager*.

Investigations by the *Supplier* are undertaken by a competent person who has been trained in effective accident/incident investigation. The investigation report provides information on the circumstances surrounding the accident/incident and any remedial measures to be taken in order to prevent a recurrence. Relevant photographs and statements are provided as an integral part of the investigation report.

Where the *Supplier* is compiling a draft incident report, the *Supplier* discusses the findings of a draft report with the *Project Manager* prior to the production of the final draft of such a report.

The *Supplier* implements applicable recommendations arising from incident investigations.

S1119 Incident statistics

The *Supplier*, if requested by the *Project Manager*, supply detailed reports of accident and incident statistics to the *Project Manager* in a format and at periods specified by the *Project Manager*.

S1121 Health and safety management audit

The *Project Manager* has unrestricted access at all reasonable times to the premises, Equipment and/or Materials, employees and records of the *Supplier* and the Subcontractor(s) (subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Supplier*) to audit any or all of the *Supplier*'s health and safety management systems.

The *Supplier* implements all recommendations from such audits within a timescale agreed between the *Project Manager* and the *Supplier*. The *Supplier* includes in all subcontracts rights of access for the *Project Manager* as described herein.

S1122 CDM compliance

The *Supplier:*

- acts as principal designer in respect of the *works* to which the CDM Regulations apply, and performs all the duties required of a principal designer by the CDM Regulations,
- discharges its obligations under the CDM Regulations in compliance with any guidance issued by the Health and Safety Executive in respect of those Regulations and provides the *Project Manager* with evidence of compliance.
- acts as principal contractor in respect of the *works* to which the CDM Regulations apply including:
    - work carried out by the *Client* but only if instructed by the *Project Manager*, and
    - work carried out by the Others but only if instructed by the *Project Manager*
        - and performs all the duties required of a principal contractor by the CDM Regulations. During the pre-construction phase and before setting up a construction site the *Supplier* draws up a construction phase plan in respect of the relevant *works* which complies with regulation 12(2) of the CDM Regulations and provides a copy to the *Project Manager* and
        - discharges its obligations under the CDM Regulations in compliance with any guidance issued by the HSE in respect of those Regulations and provides the *Project Manager* with evidence of compliance.

The *Supplier:*

- records incidents through the Highways England's Accident and Incident Reporting System (AIRSweb),
- participates in working groups with the aim of improving health and safety management performance in relation to the following topics:
    - designing for health and safety in buildability and operability and maintenance and
    - construction health and safety improvement.

S1123 Health and safety – charity-based incentive schemes

The *Client* supports and promotes the use of charity-based incentive schemes as an aid to improving health and safety. The *Supplier* adopts such schemes and includes a combination of local and national charities if requested to do so by the *Project Manager*.

S1124 Particular requirements on Subcontractors

The *Supplier* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain similar OHSE requirements to those of the *Supplier*.

The *Supplier* does not:

- appoint a Subcontractor, or
- allow a Subcontractor to appoint a sub-subcontractor (at any stage of remoteness from the *Client*).

until the *Supplier* has demonstrated to the *Project Manager* that the subcontract complies with these requirements.

S1125 Management of road risk

The *Client* supports and promotes the use of systems and procedures for the effective management of occupational road safety. The *Supplier* has similar systems in place in accordance with Heath and Safety Executive Guidance and Driving for Better Business (see link at Annex A). This includes systems for assessing traffic management, driver competency, provision of training, vehicle maintenance, accident investigation and driver safety.

S1127 Substance abuse

The *Supplier* ensures that the *Supplier's* employees, whilst engaged in Providing the Works, are not at any time in possession of, do not take, have not taken, and/or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a "prohibited substance". An 80-milligram percentage blood alcohol concentration, as prescribed by the current Road Traffic Act, is the cut-off level for alcohol in blood,

These requirements do not apply where necessary in the case of *Supplier's* employees possessing a prohibited substance for bona fide medical reasons, for which the *Supplier* has obtained the prior written approval of the *Project Manager* for such *Supplier's* employees to be engaged in the performance of the *works*. The *Supplier* notifies the *Project Manager* of any *Supplier's* employees who are undergoing a voluntary detoxification/rehabilitation programme whereupon the *Project Manager* has the right to prevent such *Supplier's* employees from Providing the Works,

Where the *Project Manager* is of the opinion that any of the *Supplier's* employees employed may be in contravention of any of these requirements, the *Project Manager* requires the *Supplier* to perform the following

- breath testing by breathalyser and/or urine testing by urinalysis as appropriate of such *Supplier 's* employees, and/or

- a search of personal possessions and/or immediate work area of such *Supplier's* employees for evidence of a prohibited substance or items associated therewith.

The *Supplier* does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance.

In the event that *Supplier's* employees refuse to undertake either the foregoing medical tests and/or search of person or possessions or are tested positive or are found in possession of any prohibited substance or items associated therewith, the *Supplier* immediately removes such person or persons from the site.

Unless otherwise agreed to in advance in writing between the Parties, such *Supplier's* employees are thereafter not to be employed to carry out any *works* under the contract in any location whatsoever.

The *Supplier* ensures that all *Supplier's* employees are made aware of and comply with these requirements.

S1128 Security

The *Supplier* and *Supplier's* employees consent to the searching at any time by an authorised representative of the *Project Manager* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle in the possession or use of *Supplier's* employees on *the* site or being retained by the *Project Manager* on behalf of the *Supplier* or *Supplier's* employees.

Any person not complying or unwilling to comply with the requirements above is not be permitted access to the Site or is removed from the Site.

S1129 Employee safety

The *Supplier* establishes and operates consultation arrangements in accordance with all applicable law. The *Supplier* establishes and operates a health and safety co-ordination.

S1130 Method Statement

No additional Part one requirements or constraints.

S1132 Inspections

No additional Part one requirements or constraints.

S1133 Deleterious and hazardous materials

No additional Part one requirements or constraints.

S1134 Pre-Construction Information

No additional Part one requirements or constraints.

S1200 Subcontracting

S1205 Restrictions or requirements for subcontracting

The *Supplier* obtains a minimum of 3 competitive quotations for the appointment of any Subcontractor or supplier for works/services with a value in excess of £10,000.

The *Supplier* includes a provision in all subcontracts stating that it will not deduct retention from any amount due to the Subcontractor and procures that its subcontractors (at any stage of remoteness from the *Client*) do the same and ensures that any sub-subcontract (at any stage of remoteness from the *Client*) contains a provision to give the same effect.

Structural steelwork

All structural steelwork including the fabrication and erection of new steelwork and the dismantling, modification, fabrication, refurbishment and re-erection of existing steelwork for bridgeworks, footbridges, sign gantries and other similar structures is to be undertaken by a steelwork contractor listed in the "Bridgeworks Scheme of the Register of Qualified Steelwork Contractors" for the type and value of the work to be undertaken, or equivalent. This requirement may also be satisfied, if necessary, by registration and audit under an approved equivalent registration scheme from another member state of the European Union provided that the scheme ensures corresponding levels of safety, suitability and fitness for purpose.

Enquiries about the Register of Qualified Steelwork Contractors should be made to

The Register of Qualified Steelwork Contractors

4 Whitehall Court

London

SW1A 2ES

Subject to the next paragraph, the *Supplier* ensures that all

- subcontractors, and
- sub-subcontractors

are Named Suppliers.

The *Supplier* may propose to the *Project Manager* that a subcontractor or subsubcontractor is not a Named Supplier. The *Supplier* does not appoint a Subcontractor (and ensures that a subcontractor does not appoint a sub-

subcontractor) who is not a Named Supplier unless the *Project Manager* has accepted the *Supplier*'s proposal. A reason for not accepting the *Supplier*'s proposal is that it is practicable for the subcontractor or subsubcontractor to be a Named Supplier.

The *Supplier* submits the proposed contract data for each subcontract to the *Project Manager* for acceptance, and for the purposes of clause 26.4 this paragraph is the *Project Manager*'s instruction to the *Supplier* to make the submission.

When procuring a Relevant Subcontract, the *Supplier* complies with the requirements of S1400 in addition to S1200.

S1206 Fair payment

The *Supplier* assesses the amount due to a Subcontractor without taking into account the amount assessed under the contract.

The *Supplier* includes in the contract with each Subcontractor

- a period for payment of the amount due to the Subcontractor not greater than 19 days after the date on which payment becomes due under the contract. The amount due includes, but is not limited to, payment for work which the Subcontractor has completed from the previous assessment date up to the current assessment date in the contract,
- a provision requiring the Subcontractor to include in each subsubcontract the same requirement, except that the period for payment is to be not greater than 23 days after the date on which payment becomes due under the contract and
- a provision requiring the Subcontractor to assess the amount due to a subsubcontractor without taking into account the amount paid by the *Supplier*.

The *Supplier* notifies non-compliance with the timescales for payment through the Efficiency and Reform Group Supplier Feedback Service. The *Supplier* includes this provision in each subcontract and requires Subcontractors to include the same provision in each subsubcontract.

S1210 Acceptance procedures

<u>Structural steelwork</u>

Relevant Subcontract is a subcontract for the supply (whether or not including fabrication, delivery or installation) of any significant steel materials, steel related products or steel related elements (excluding Equipment and fixings) that are

- used to Provide the Works or

- incorporated or left in the *works*

which the *Supplier* has not already awarded before the Contract Date.

Relevant Subcontractor is a subcontractor appointed under a Relevant Subcontract.

The *Supplier* advertises any Relevant Subcontract in accordance with Procurement Policy Note (PPN) 11/16 "Procuring Steel in Major Projects – Revised Guidance" (see link at Annex A) unless the *Project Manager* agrees that to do so is disproportionate to the nature and value of the Relevant Subcontract.

Before advertising any proposed Relevant Subcontract, the *Supplier* submits to the *Project Manager* for acceptance

- the proposed Relevant Subcontract in full, and
- a report demonstrating how the proposed Relevant Subcontract meets all the obligations and requirements for a Relevant Subcontract under the contract.

A reason for the *Project Manager* not accepting the proposed Relevant Subcontract is that it does not meet the obligations and requirements of the contract.

The *Supplier* submits to the *Project Manager* for acceptance the name of the proposed Relevant Subcontractor and a report demonstrating

- how the proposed appointment complies with the contract,
- how the proposed Relevant Subcontractor demonstrates and meets the assessment criteria and
- how the assessment methodology and scoring methodology have been complied with.

Reasons for the *Project Manager* not accepting the proposed appointment of a Relevant Subcontractor are that

- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
- the tender assessment does not demonstrate how the Relevant Subcontractor meets the assessment criteria,
- the Relevant Subcontractor's appointment does not allow the *Supplier* to Provide the Works or
- the Relevant Subcontractor's appointment does not comply with the contract.

The *Supplier* awards any Relevant Subcontract on the basis of the most economically advantageous tender (as defined in the Public Contracts

Regulations 2015) following a fair, transparent and competitive process proportionate to the nature and value of the Relevant Subcontract. The *Supplier* conducts the financial assessment of any Relevant Subcontract tenders on a whole life cost basis.

In procuring all Relevant Subcontracts, the *Supplier* takes into account

- compliance by the Relevant Subcontractor with
- health and safety legislation and the protection of any staff involved in any production or manufacturing process of any steel material or steel product,
- welfare legislation or
- employment legislation,
- the carbon footprint of any steel materials or steel products used in or to Provide the Works so as to minimize any carbon emissions,
- the social integration of disadvantaged workers or members of vulnerable groups among the staff performing the contract and used to Provide the Works, such as the long-term unemployed (defined as people who have been unemployed for 12 months or more),
- the Relevant Subcontractor's commitment to provide training in the skills needed
    - to perform any Relevant Subcontract or
    - to Provide the Works, such as the hiring of apprentices and
        - the whole life cost and cost-effectiveness of any steel materials or steel products used in or to Provide the Works, including the cost (measured over the life-cycle of the material or product in question) of
        - transport or transportation,
        - insurance,
        - assembly and disposal and
        - use, including
        - the cost of energy and other resources,
        - maintenance costs and
        - costs associated with environmental impacts, including the cost of any emissions in its production or manufacture.

The *Supplier* submits the proposed assessment criteria, assessment methodology and scoring methodology for any proposed Relevant Subcontract to the *Project Manager* for acceptance before advertising any

proposed Relevant Subcontract. Reasons for the *Project Manager* not accepting the submission are that the proposed assessment criteria, assessment methodology or scoring methodology

- are not transparent (as defined in the Public Contracts Regulations 2015),
- does not allow equal treatment of all tenderers (as defined in the Public Contracts Regulations 2015)
- do not reflect Crown Commercial Services' publication "Steel procurement in major projects – Guidance on the application of social issues" (or any later revision) or
- do not comply with the contract.

Before advertising any proposed Relevant Subcontract, the *Supplier* submits to the *Project Manager* for acceptance

- the proposed Relevant Subcontract in full, and
- a report demonstrating how the proposed Relevant Subcontract meets all the obligations and requirements for a Relevant Subcontract under the contract.

A reason for the *Project Manager* not accepting the proposed Relevant Subcontract is that it does not meet the requirements or obligations of the contract.

The *Supplier* submits to the *Project Manager* for acceptance the name of the proposed Relevant Subcontractor and a report demonstrating

- how the proposed appointment complies with the contract,
- how the proposed Relevant Subcontractor demonstrates and meets the assessment criteria, and
- how the assessment methodology and scoring methodology have been complied with.

Reasons for the *Project Manager* not accepting the proposed appointment of a Relevant Subcontractor are that

- the tender assessment does not comply with the accepted assessment methodology or scoring methodology,
- the tender assessment does not demonstrate how the Relevant Subcontractor meets the assessment criteria,
- the Relevant Subcontractor's appointment does not allow the *Supplier* to Provide the Works, or
- the Relevant Subcontractor's appointment does not comply with the contract.

S1215 Contracts Finder

S1215.1 **Contracts Finder** is the government website for information about contracts worth over £10,000 with the government and its agencies.

S1215.2 The requirements of this paragraph S1215 do not apply to subcontracts placed under a Category Purchase Agreement.

S1215.3 Where the total of the Prices is £5,000,000 or more at the Contract Date, the *Supplier*

- subject to paragraphs S1215 5, S1215.6 and S1215.7, advertises on Contracts Finder all subcontract opportunities arising from or in connection with Providing the Works above a minimum threshold of £25,000 that arise before Completion,
- within 90 days of awarding a subcontract to a subcontractor, updates the notice on contracts finder with details of the successful subcontractor,
- monitors the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain prior to Completion and provides reports on this information to the *Project Manager* in the format and frequency as reasonably specified by the *Project Manager* and
- promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

S1215.4 Each advert referred to in paragraph S1215.3 provides a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the *Supplier*.

S1215.5 The obligation at paragraph S1215.3 only applies in respect of subcontract opportunities arising after the Contract Date.

S1215.6 The *Supplier*, may propose to the *Project Manager* for acceptance, that a specific subcontract is not advertised on Contracts Finder. The *Supplier* provides a detailed reason for not advertising the specific contract. The *Supplier* provides further detail when requested by the *Project Manager* to assist his consideration. If accepted by the *Project Manager*, the *Supplier* is relieved form advertising that subcontract opportunity on Contracts Finder.

S1215.7 In respect to Relevant Subcontracts, the *Supplier* also complies with paragraph S1210 and S1400.

S1300 Title

S1305 Marking

To prepare Equipment, Plant and Materials which are outside the Working Areas for marking by the *Supervisor*, the *Supplier:*

- marks the Equipment, Plant and Materials in the location they are stored so as to show that their destination is the Working Areas and that they are the property of the *Client*,
- provides to the *Supervisor*;
    - evidence that the title to the Equipment, Plant and Materials has passed to the *Supplier* and
    - a schedule identifying the location they are stored until they are brought to the Working Areas and giving the value of each item of the Equipment, Plant and Materials stored.

S1310 Materials from excavation and demolition

No additional Part one requirements or constraints.

S1400 Acceptance or procurement procedure

S1405 Procurement procedures

No additional Part one requirements or constraints.

S1410 Submission and acceptance procedures

No additional Part one requirements or constraints.

S1500 Accounts and records

S1505 Additional records

No additional Part one requirements or constraints.

S1510 Cost verification

The *Supplier* allows the *Client* (or a forensic cost verification consultant engaged by the *Client*) to remove data relating to the assessment of Defined Cost (including Personal Data) from the Working Areas for the purpose of verifying the Defined Cost incurred.

The *Client* ensures that data removed from the Working Areas for verification is adequately protected against the risk of accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure.

The *Supplier* obtains agreement from the data subject for the removal of Personal Data from the Working Areas for verification.

S1515 Not Used

S1520 Records and audit access

The *Supplier* keeps documents and information obtained or prepared by the *Supplier* or any Subcontractor in connection with the contract for a period of 12 years after the *defects date*.

The *Supplier* permits the *Client* and the Comptroller and Auditor General to examine documents held or controlled by the *Supplier* or any Subcontractor.

The Supplier provides such oral or written explanations as the *Client* or the Comptroller and Auditor General considers necessary.

This clause 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 *Supplier*.

S1600 Ultimate holding company guarantee (Option X4) – NOT USED

S1700 Undertakings to the *Client* or Others (Option X8)

Once the Scheme Contract is in place the *Supplier* completes the forms of undertaking using the templates in Annex A and enters into the deed of undertaking.

Prior to this the *Supplier* provides the *Client* with a letter of commitment from and signed by its proposed *Supplier's lead design consultant* that it will enter into the completed deed(s) of undertaking (see condition in Volume 1b of COC Annex 3 -Mobilisation Scope)

S1800 Intellectual Property Rights

S1805 *Supplier*'s rights over material prepared for the design of the *works*

The *Supplier* acquires no rights over material prepared for the design of the *works*.

S1810 Other rights to be obtained by the *Supplier*

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

- before the *defects date* to Provide the Works, or
- for the maintenance, operation and modification of the *works*.

The *Supplier* grants to the *Client* licences to use, modify and develop the *Supplier*'s Supplier Background IPR for any purpose relating to the *works* (or substantially equivalent services), its maintenance, operation and modification

and for any purpose relating to the exercise of the *Client*'s business or function.

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

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

S1900 Information modelling (Option X10)

S1905 Information Model Requirements

The *Supplier* Provides the Works in compliance with the Government's Strategy for Building Information Modelling as set out in the Cabinet Office Government Construction Strategy paper dated May 2011 (see link at Annex A). In summary *"….Government will require fully collaborative 3D BIM (with all project and asset information, documentation and data being electronic) as a minimum by 2016. A staged plan will be published with mandated milestones showing measurable progress at the end of each year.*"

Level of Definition is the graphical and non-graphical content required for an Information Model at each PCF Stage as specified in the Information Model Requirements.

Model Production and Delivery Table is the table of that name included in the Information Model Requirements for a Scheme Contract that sets out:

- the subject matter of the Information Model,
- the person who is to produce and deliver the Information Model at each PCF Stage, and
- the proposed Level of Definition.

Creation of delivery plans

Prior to the commencement of each PCF Stage, the *Client* creates and issues to the *Supplier* a delivery plan (the "Information Delivery Plan") for the relevant PCF Stage based on the Information Model Requirements and the Model Production and Delivery Table (see link at Annex A).

Within two weeks of the Information Delivery Plan being issued; the *Supplier* updates the Information Execution Plan to comply with the Information Delivery Plan and submits it to the *Project Manager* for acceptance.

The *Project Manager* reviews the updated Information Execution Plan and verifies that it complies with the Information Delivery Plan. The *Project Manager* updates the Model Production and Delivery Table as needed.

Production of Project Information by the *Supplier*

The *Supplier* develops the following documents for acceptance by the *Project Manager* within 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

The *Supplier*

- produces the Project Information (excluding any material forming part of the Project Information which is provided to the *Supplier* by or on behalf of the *Client*) at each PCF Stage to the relevant Level of Definition specified in the Model Production and Delivery Table and in accordance with the latest Information Execution Plan,
- validates the Project Information against the requirements set-out in the Information Model Requirements and the Information Delivery Plan,
- delivers the Project Information to the *Project Manager* and other Information Providers,
- uses the Information Model in accordance with any procedures in the Information Model Requirements,
- co-operates with the *Project Manager* and other Information Providers and
- otherwise complies with the Information Model Requirements.

S2000 Performance bond (Option X13) – NOT USED

S2100 Advanced payment to the *Supplier* (Option X14) – NOT USED

S2200 The *Supplier*'s design (Options X15)

S2205 Constraints on use of material

No additional Part one requirements or constraints.

S2210 Form of documents to be retained

Documents are to be retained in their original format and in a format that allows continued access by the *Client*.

The *Supplier* provides a proposal to the *Project Manager* for acceptance for its plan and programme to retain material.

A reason for not accepting the proposal is that it will not allow the *Client* continued access to material.

S2300 Retention (Option X16) – NOT USED

S2400 Low performance damages (Option X17) – NOT USED

S2450 Key Performance Indicators (Option X20)

S2405 Detailed metrics for Additional Opportunities

Additional Opportunity 1 – achieving Start of Works by the *start of works date*:

- Start of Works is defined as when a notice to proceed to Stage Two has been issued and physical construction works forming part of the Scope (excluding advanced work, such as utility diversions) are evident on the Site.

Additional Opportunity 2 – achieving Journey Time Reliability (JTR) during Stage Two equal to or better than the *JTR target*:

- This measure estimates how reliable individual road users' journeys are by comparing the current journey times experienced on the network with historic averages for individual road sections. The measure is expressed in terms of the percentage of 'journeys' that are 'on time', with
    - a 'journey' representing travel between adjacent junctions on the network, and
    - an 'on time journey' being one that is completed within a set reference time, based on the historic data for that stretch of road.
- The incentive metric is defined as Journey Time Reliability during the Construction Phase, is assessed by comparing actual journey times over a section of road with the average journey time for the twelve months prior to Start of Works, adjusted to account for the designed traffic management arrangements for the *works*. The adjusted average journey time reliability will be set prior to Start of Works and will be the JTR target. JTR will be measured and recorded on a quarterly basis and no individual quarterly metric must fall below the JTR target in order to achieve the Additional Opportunity.
- JTR is collected and processed by the National Traffic Information Service ('NTIS'). NTIS has installed equipment at Regional Control Centres (RCC) which interface with the various subsystems of the Highways England Traffic Management Systems (HATMS) which provides access to traffic data. In addition, traffic data is also collected from traffic monitoring units and travel data from automatic number plate

recognition cameras located at strategic locations on the *Client*'s network.

- The data is received at 1-minute intervals and NTIS publishes the data (to subscribers) within 1 minute of collection. NTIS also collects further loop-based data from traffic monitoring units and journey times from automatic number plate recognition equipment every 5 minutes and publishes this (again to subscribers) within 1 minute of collection (although there is an inherent latency in journey time data). As well as this data, NTIS also provides "processed" traffic data in the form of "Sensor-only" (an aggregation of all sensor data) and "FVD and Sensor" (an aggregation of both sensor data and Floating Vehicle data).

Additional Opportunity 3 – achieving Open for Traffic by the *open for traffic date*:

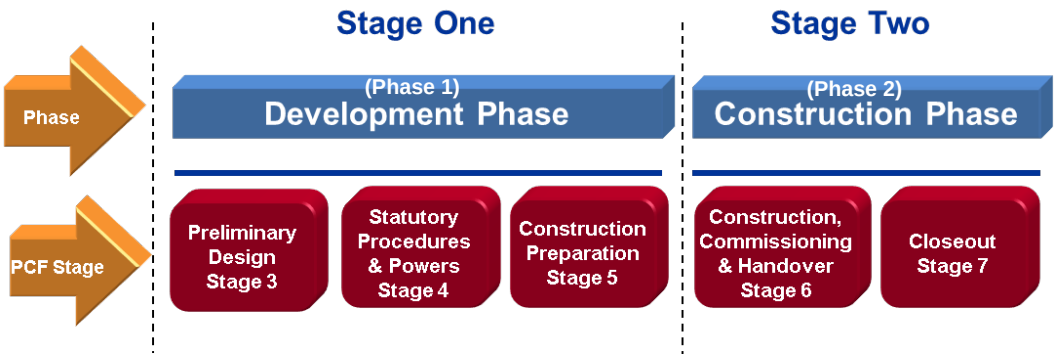
- Open for Traffic is defined as the when the Scheme is substantially complete and meets the Office of Roads and Rail guidance for having no further 'permanent traffic management' in place. 'Permanent traffic management' is any traffic management other than that described in the next sentence. It is recognised that there may be *works* left to complete which may require partial or overnight closures to finalise.

S2500 Early *Supplier* Involvement (Option X22)

S2505 Stage One and Stage Two

Stage One includes PCF stages three to five.

Stage Two includes PCF stages six and seven.



Completion of a PCF stage is when the *Supplier* has delivered all necessary PCF stage products and achieved stage gate completion (Stage Gate Assessment Review Certificate) signed off by the Senior Responsible Officer (SRO) for the respective PCF stages and these have been accepted by the *Project Manager*.

Notice to Proceed to Construction is an instruction given by the *Project Manager* for the *Supplier* to proceed with Stage Two (Construction Phase, PCF Stage 6).

S2510 Budget

No additional Budget requirements.

S2515 Forecasts

The *Project Manager* issues a Scheme range estimate with an interim forecasting tool to the *Supplier*. The *Supplier* maintains the interim forecasting tool and cost plan, in accordance with the interim forecasting process (see link at Annex A). If the interim forecasting process triggers the requirement for a new formal estimate, the *Supplier* advices the *Project Manager* who issues a request for an estimate to the *Client*'s cost planning team. The cost planning team produces a revised range estimate with an updated interim forecasting tool. The *Supplier* issues all the information required to the *Project Manager* for the *Project Manager* to pass to the *Client*'s Scheme Cost Engineer to produce an updated range estimate and interim forecasting tool.

The *Client*'s estimating process is included in Highways England Estimating Manual (see link at Annex A). The *Supplier* provides all the necessary information to produce an estimate in accordance with the requirements of the Highways England Estimating Manual.

The maturity of products which directly and indirectly inform the commercial forecasts and scheme estimates should evolve incrementally during PCF stages three to five.

In additional to any formal estimate identified by the interim forecasting process, a formal estimate from the *Client*'s cost planning team is required as per the PCF process for the purpose of any Highways England governance (IDC/IC/BICC).

The information to be included is detailed within the cost plan and associated guidance as set out in Annex A (see link at Annex A).

The Template for the preparation of the Budget forecast is included at Annex A (see link at Annex A).

S2530 Agreement of the Budget and Prices

The process for agreeing the Budget and the total of the Prices is set out in the Pricing Information.

S2535 Stage One design submission procedures and acceptance criteria

No additional Stage One design submission procedures and acceptance criteria

S2540 Stage One *Client* requirements

No additional Stage One *Client* requirements.

S2545 Stage One design approvals from Others

No additional Stage One approvals from Others.

S2550 Stage One performance requirements

No additional Stage One Performance requirements.

S2560 Benefit Cost Ratio improvement

The Benefit Cost Ratio (BCR) is determined through comparing a 'Do Something Scheme' option with a 'Do Minimum Scheme' (or Reference Case) option. The value for money assessment measures the expected benefits to each pound of spending covered by the appraisal process. Costs and benefits are discounted back to a base year (currently 2010) over a 60-year time horizon. This provides a comparative measure for assessment across different schemes and scheme options. The value for money measure is derived from the BCR of a scheme.

The Scheme costs generally comprise

- the Project Cost,
- the additional operational costs of the Scheme and
- the net difference between the Without-Scheme and With-Scheme forecast future maintenance capital costs.

The benefits of the scheme are calculated from a number of sources, all of which take inputs from a strategic assignment model for different forecast years – as a minimum the opening year and Design year (OY + 15 years)

- Transport Economic Efficiency (TEE) benefits (savings relating to travel times, vehicle operating costs and user charges) obtained using Transport User Benefit Appraisal (TUBA) software,
- delay costs to users due to construction, also obtained using TUBA,
- accident costs, forecast using CoBALT (Cost and Benefit to Accidents – 'Light Touch') and
- environmental (noise and air quality) monetised benefits/dis-benefits are also calculated using strategic traffic flows for forecast years as an input alongside the calculation of Scheme impacts on greenhouse gasses.

The results from the different elements of the economic assessment are presented in three summary tables

- the Transport Economy Efficiency (TEE) Table,
- the Public Accounts (PA) Table and
- the Analysis of Monetised Costs and Benefits (AMCB) Table.

A comparison of costs and benefits will arrive at an Initial BCR.

S2600 Project Bank Account (Option Y(UK)1)

S2605 Adding a Named Supplier

No additional Part one requirements or constraints.

S2610 Project Bank Account tracker

The *Supplier* completes and submits to the *Project Manager* monthly a Project Bank Account (PBA) tracker using the template (see link at Annex A).

The Trust Deed (see link at Annex A).

The Joining Deed (see link at Annex A).

S2700 *Client*'s work specifications and drawings

S2705 *Client*'s work specification

The work specification is contained in the Specification detailed below.

Specification

The Specification is the 'Specification for Highway Works' current at the Contract Date, published by TSO (formerly HMSO) as Volume 1 of the Manual of Contract Documents for Highway Works, as modified and extended by the following:

(i) Appendix 0/1: Contract-specific Additional, Substitute and Cancelled Clauses, Tables and Figures;

(ii) Appendix 0/2: Contract-specific minor alterations to existing Clauses, Tables and Figures;

(iii) The Numbered Appendices listed in Appendix 0/3.

Insofar as any of the Numbered Appendices may conflict or be inconsistent with any provision of the Specification for Highway Works the Numbered Appendices always prevail (see link at Annex A).

Any reference in the contract to a Clause number or Appendix refers to the corresponding Substitute Clause number or Appendix listed in Appendix 0/1 or 0/2.

Where a Clause is altered any original Table/Figure referred to in the Clause applies unless the Table/ Figure is also altered. Where a Table/Figure is

altered any reference in a Clause to the original Table/Figure applies to the altered Table/Figure.

Where a Clause in the Specification relates to Equipment, Plant or Materials which is not required for the *works* the Clause does not apply.

Any Appendix referred to in the Specification which is not used does not apply.

S2710 Drawings

The Drawings are listed in Appendix 0/4 of the Specification or included in the drawing list in Part two.

Annex A Link to referenced documents

Reference in Scope	Document	Link
S205	Project Control Framework	See Volume_3_DIP_Index
S206	Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive"	https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/316683/PPN_07-14_implementing_article_6_of_the_energy_efficiency_directive.pdf
S206	Standard for products in Directive 2012/27/EU	http://eur-lex.europa.eu/eli/dir/2012/27/oj
S207	*Client*'s environmental strategy	https://www.gov.uk/government/publications/highways-england-environment-strategy
S207	The road to good design	https://www.gov.uk/government/publications/the-road-to-good-design-highways-englands-design-vision-and-principles
S207	*Client*'s biodiversity plan	https://www.gov.uk/government/publications/biodiversity-plan
S207	Government Buying Standards	https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs
S207	Interim Advice Note 183/14	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian183.pdf
S207	Interim Advice Note 183/14	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian183.pdf
S208	Interim Advice Note 183/14	http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/ian183.pdf
S208	Waste Management Licensing Regulations 1994 (as amended)	http://www.legislation.gov.uk/uksi/1994/1056/contents/made
S208	Town and Country Planning Act (1990)	http://www.legislation.gov.uk/ukpga/1990/8/contents
S209	*Client*'s sustainable development strategy	https://www.gov.uk/government/publications/highways-england-sustainable-development-strategy
S209	*Client*'s Carbon Tool	https://www.gov.uk/government/publications/carbon-tool
S213	Conflicts of interest form	Refer to form attached to Framework Information
S214	Anti bribery and anti fraud codes of conduct 'the Codes'	See Volume_3_DIP_Index
S216	Air Quality Strategy	https://www.gov.uk/government/publications/highways-england-air-quality-strategy

Reference in Scope	Document	Link
S216	Government Buying Standards transport 2017	https://www.gov.uk/government/publications/sustainable-procurement-the-gbs-for-transport-vehicles/government-buying-standards-for-transport-2017
S220	*Client*'s security procedures	See Volume_3_DIP_Index
S226	The Official Secrets Act 1989	http://www.legislation.gov.uk/ukpga/1989/6/contents
S228	*Client*'s policies in relation to bullying and harassment (Equal Opportunities Policy)	See Volume_3_DIP_Index
S240	Traffic Signs Manuals	https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/203669/traffic-signs-manual-chapter-08-part-01.pdf
S240	Roadworks a Customer View	See Volume_3_DIP_Index
S240	Major Projects Dynamic Roadworks – a vision for the future	See Volume_3_DIP_Index
S251	Customer Survey Strategy – Better Journeys and Better Conversations	https://www.gov.uk/government/publications/customer-service-strategy
S251	*Client*'s Corporate Complaints Process	See Volume_3_DIP_Index
S251	Correspondence quality control guidelines	See Volume_3_DIP_Index
S251	*Client*'s Customer Complaints Process	https://www.gov.uk/government/organisations/highways-england/about/complaints-procedure
S252	*Client*'s roadworks a customer view	See Volume_3_DIP_Index
S252	*Client*'s dynamic roadworks vision	See Volume_3_DIP_Index
S254	Occupational descriptors	See Volume_3_DIP_Index
S254	Transport infrastructure skills strategy: building sustainable skills	https://www.gov.uk/government/publications/transport-infrastructure-skills-strategy-building-sustainable-skills
S254	Recruiting for Success	See Volume_3_DIP_Index
S256	The Project Control Framework Handbook v3	See Volume_3_DIP_Index
S256	The Project Control Framework Best Practice Planning and Consultation Process	See Volume_3_DIP_Index
S256	Traditional PCF Product Matrix	See Volume_3_DIP_Index
S285	ISO 9004	https://www.iso.org/standard/41014.html

Reference in Scope	Document	Link
S285	Continual improvement / lean procedure	See Volume_3_DIP_Index
S290	*Client*'s strategy for category management	See Volume_3_DIP_Index
S290	CM Framework information	See Volume_3_DIP_Index
S295	Manual of Contract Documents for Highway Works (MCHW)	http://www.standardsforhighways.co.uk/ha/standards/mchw/index.htm
S298	Behavioural Maturity Framework	See Volume_3_DIP_Index
S299	StART principles	Assessment Guide https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/587653/StART_3_Assessment_Guide_2016_.pdf FAQs https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/642752/StART_Frequently_Asked_Questions_2017.pdf
S435	Taking Over certificate	See Volume_3_DIP_Index
S660	Quality table	See Volume_3_DIP_Index
S831	Earned value management performance requirements*	https://supplychainportal.highways.gov.uk/commperf/Supplier performance/Forms/CraMS.aspx
S831	Work Breakdown Structure for design and construction	See folder in BRAVO
S831	Commercial reporting and monitoring system*	https://supplychainportal.highways.gov.uk/commperf/SitePages/Home.aspx
S832	Work Breakdown Structure for design and construction	See Volume_3_DIP_Index
S833	Work Breakdown Structure for design and construction	See Volume_3_DIP_Index
S835	Work Breakdown Structure for design and construction	See Volume_3_DIP_Index
S836	*Client*'s procedures for safeguarding the connection and the format of transmitted data. (electronic)	https://www.nrtsco.com/website/home.do
S836	*Client*'s procedures for safeguarding the connection and the format of transmitted data. (non-electronic)	https://www.nrtsco.com/website/home.do

Reference in Scope	Document	Link
S837	Procurement Policy Note 01/17 entitled "The Transparency of Suppliers and Government to the Public" dated 16 February 2017	https://www.gov.uk/government/collections/procurement-policy-notes
S838	Statement of Highways England's IT security policy	See Volume_3_DIP_Index
S838	Chief Information Officer Memos 01/09 and 04/08	See Volume_3_DIP_Index
S838	GDPR letter	See Volume_3_DIP_Index
S839	*Client*'s data handling policy	See Volume_3_DIP_Index
S839	ISO/IEC27001 and ISO/IEC27002	https://www.iso.org/standard/54533.html https://www.iso.org/standard/69378.html
S851	SME Definition	See Volume_3_DIP_Index
S855	*Client's* Personnel security Procedures	See Volume_3_DIP_Index
S838	Staff vetting procedures	See Volume_3_DIP_Index
S860	*Client*'s visual identity specifications	See Volume_3_DIP_Index
S860	Writing with style: Highways England's tone of voice and style guide	See Volume_3_DIP_Index
S861	Project control framework	See Volume_3_DIP_Index
S861	UK Government (Cabinet Office) – Consultation Principles (2016),	https://www.gov.uk/government/publications/consultation-principles-guidance
S861	The Consultation Institute – The Consultation Charter (2017)	https://www.consultationinstitute.org/consultation-charter-7-best-practice-principles/
S861	Royal Town Planning Institute – Guidelines on Effective Community Involvement and Consultation (2007),	See Volume_3_DIP_Index
S925	DIP draft deed of novation	See Volume_3_DIP_Index
S1113	*Client*'s rules, regulations, health and safety policies	See Volume_3_DIP_Index
S1114	Control of Asbestos at Work Regulations 2012	http://www.hse.gov.uk/asbestos/regulations.htm

Reference in Scope	Document	Link
S1118	*Client's* Chief Highway Engineer's (CHE) Memorandum 415/18-Incident Reporting Standard, CHE Memorandum 373/16-Highways England Supply Chain Health & Safety Incident Reporting (Clarification) and the Interim Advice Note (IAN) 128/15Ar-Highways England Supply Chain Health and Safety Incident Reporting	See Volume_3_DIP_Index http://www.standardsforhighways.co.uk/ha/standards/ians/pdfs/IAN128_15.pdf
S1125	HSE guidance and Driving for Better Business	http://www.hse.gov.uk/roadsafety/ http://www.drivingforbetterbusiness.com/
S1210	Procurement policy note 11/16: procuring steel in major projects - revised guidance	https://www.gov.uk/government/publications/procurement-policy-note-1116-procuring-steel-in-major-projects-revised-guidance
S1215	PPN 01/18 Contract Condition for Subcontracting Supply chain spend on CF final	See Volume_3_DIP_Index
S1700	Designers Deed of Undertaking	See Volume_3_DIP_Index
S1700	Suppliers Deed of Undertaking to others	See Volume_3_DIP_Index
S1905	Government strategy for BIM	https://www.gov.uk/government/publications/building-information-modelling
S1905	Information Model Requirements	See Volume_3_DIP_Index
S2515	Interim forecasting tool	See Volume_3_DIP_Index
S2515	Highways England's Estimating Manual	See Volume_3_DIP_Index
S2515	Cost Plan	See Volume_3_DIP_Index
S2515	Cost plan guidance	See Volume_3_DIP_Index
S2515	Budget Forecast Template	See Volume_3_DIP_Index
S2600	PBA Tracker using the template	See Volume_3_DIP_Index
S2600	The Trust Deed	See Volume_3_DIP_Index
S2600	The Joining Deed	See Volume_3_DIP_Index
S2705	Specification for Highway Works'	http://www.standardsforhighways.co.uk/ha/standards/mchw/vol1/

Annex B Insurance Table

1.1. The *Supplier,* without prejudice to any obligation to indemnify the *Client* under the contract, from the date of the contract takes out and maintains or procures the taking out and maintenance in full force and effect insurance in accordance with the requirements specified in the Insurance Table and any other insurances as may be required by law (together the "Required Insurances"); and ensure that the Required Insurances are effective in each case not later than the date on which the relevant risk commences.

1.2. The Required Insurances are taken out and maintained with insurers who (in the reasonable opinion of the *Client* are of good financial standing, sound security and of good repute in the United Kingdom insurance market.

1.3. The *Supplier* does not (and the *Supplier* procures that any subcontractor (at any stage of remoteness from the *Client*) of the *Supplier* does not) take any action, or permit anything to occur in relation to it, which entitles any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.

1.4. The Required Insurances

1.4.1. where specified in the Insurance Table, name the *Client* as co-insured for its separate interest,

1.4.2. where specified in the Insurance Table, provide for non-vitiation and severability of interests protection in respect of any claim made by the *Client* as a co-insured,

1.4.3. where specified in the Insurance Table, include an undertaking from the relevant insurer to waive all rights of subrogation howsoever arising and/or claims against the *Client*, its employees, servants or agents which they may have or acquire, arising out of any occurrence in respect of which any claim is admitted and is insured under the Required Insurances. The provisions of this requirement do not apply against any *Client* officer, director, employee, agent and assign who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate nondisclosure or deliberate breach of policy condition and

1.4.4. where specified in the Insurance Table, contain an indemnity to principals clause under which the *Client* is indemnified in respect

of claims made against the *Client* arising from the acts or omissions of, or performance of the *Supplier* under the contract.

1.5. Where the insurers purport to cancel, suspend, terminate or decline to renew any of the Required Insurances

1.5.1. the *Supplier* procures that the insurers, as soon as is reasonably practicable, notify the *Supplier* (and, where the *Client* is named on the policy, the *Client*) in writing in the event of any such proposed suspension, cancellation or termination and

1.5.2. where the *Supplier* receives notification from insurers in relation to a policy on which the *Client* is not named, the *Supplier* promptly notifies the *Client* in writing of receipt of such proposed suspension, cancellation or termination.

1.6. If the *Supplier* is in breach of the obligation to procure and maintain the Required Insurances in accordance with the Insurance Table the *Client* may (at its option) pay any premiums required to keep such insurance in force or itself procure such insurance, and in either case, recover such amounts from the *Supplier* on written demand, together with all reasonable expenses incurred in procuring such insurance.

1.7. The *Supplier* discharges all its obligations under the Insurance Act 2015 when placing, renewing, amending or maintaining any insurances required by the contract, including

1.7.1. complying with the duty of fair presentation to insurers and

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

Insurance Table (Required Insurances)
1. Contractors' "All Risks" Insurance (CAR)
1.1 <u>Insureds</u>
1.1.1 *Supplier*
1.1.2 *Client*
as appropriate, each for its respective rights and interests in the Contract.
1.2 <u>Insured Property</u>
The permanent and temporary works, materials, goods, plant and equipment for incorporation in the *works* (plus constructional machinery, plant, tools, accommodation and equipment belonging to or the responsibility of the *Supplier* or its Subcontractors) and all other property used or for use in connection with works

Insurance Table (Required Insurances)

associated with the contract.

1.3 Coverage

"All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above) unless otherwise excluded.

1.4 Cover Features and Extensions

1.4.1 Terrorism.

1.4.2 Additional costs of completion clause.

1.4.3 Professional fees clause.

1.4.4 Debris removal clause.

1.4.5 Seventy two (72) hour clause.

1.4.6 European Union local authorities clause.

1.4.7 Free issue materials clause.

1.4.8 Ten percent (10%) escalation clause.

1.4.9 Automatic reinstatement of sum insured clause.

1.4.10 Loss minimisation.

1.4.11 Plans and specifications clause.

1.4.12 Guarantee maintenance or extended maintenance to the extent available.

1.4.13 Payments on account.

1.4.14 Temporary repairs.

1.4.15 Offsite storage and repairs.

1.4.16 Fire Joint Code of Practice.

1.4.17 Multiple insured clause incorporating the *Client* as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

1.5 Principal Exclusions

1.5.1 War and related perils.

1.5.2 Nuclear/radioactive risks.

1.5.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

1.5.4 Wear, tear and gradual deterioration.

1.5.5 Consequential financial losses.

1.5.6 Cyber risks.

1.5.7 Inventory losses, fraud and employee dishonesty.

1.5.8 Faulty design, workmanship and materials DE5 or LEG3.

Insurance Table (Required Insurances)

2. Third Party Public and Products Liability Insurance

2.1 Insured

Supplier

2.2 Interest

To indemnify the Insured in respect of all sums which the Insured may become legally liable to pay, whether contractually or otherwise, (including claimant's costs and expenses) as damages in respect of accidental;

2.1.1 death or bodily injury, illness or disease contracted by any person;

2.2.2 loss or damage to property;

happening during the period of insurance and arising out of or in connection with the contract.

2.3 Cover Features and Extensions

2.3.1 Cross liability clause.

2.3.2 Contingent motor vehicle liability.

2.3.3 Legal defence costs.

2.3.4 Indemnity to principals clause.

2.3.5 Health & Safety at Work Act(s) clause.

2.3.6 Data Protection Act clause.

2.3.7 Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

2.4 Principal Exclusions

2.4.1 War and related perils.

2.4.2 Nuclear/radioactive risks.

2.4.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.

2.4.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

2.4.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

2.4.6 Liability in respect of loss or damage to property in the care, custody and control of the insured.

2.4.7 Events more properly covered under a professional indemnity insurance policy (in paragraph 3 below).

2.4.8 Liability arising from the ownership, possession or use of any aircraft or marine vessels.

Insurance Table (Required Insurances)
2.4.9 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence. 2.4.10 Losses indemnified under the Contractor's "All Risks" Insurance policy (in paragraph 1 above). 2.4.11 Liability arising from toxic mould. 2.4.12 Liability arising from asbestos. 2.4.13 Cyber risks. **3. Professional Indemnity Insurance** 3.1 Insured *Supplier* 3.2 Interest To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of any claim or claims first made against the Insured during the period of insurance by reason of any act, error and/or omission in the provision of professional services or advice arising from or in connection with the contract. 3.3 Cover Features and Extensions 3.3.1 Loss of documents and computer records extension. 3.3.2 Legal liability assumed under contract, duty of care agreements and collateral warranties. 3.4 Principal Exclusions 3.4.1 War and related perils. 3.4.2 Nuclear/radioactive risks. 3.4.3 Insolvency of the Insured. 3.4.4 Bodily injury, sickness, disease or death sustained by any employee. **4. Policies to be taken out as required by United Kingdom law.** The *Supplier* is required to meet its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employer's Liability Insurance and Motor Third Party Liability Insurance.